VOL. XLV., No. 2.

The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 10, 1900.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

Cases Reported this Week.

CURRENT TOPICS.

WE PRINT elsewhere an order for the transfer of ten actions from Mr. Justice BYRNE, and ten actions from Mr. Justice FARWELL, to Mr. Justice BUCKLEY for the purpose only of hearing or of trial.

THERE IS one application for registration with an absolute title to leasehold land in London advertised in the *Times* this week.

WE SHOULD like to draw attention to the letter on solicitors' accounts, which we print elsewhere, written by an experienced correspondent. The subject is one which calls for discussion, and we hope to receive the views of our readers upon it.

ON WEDNESDAY, in the course of the hearing of a case, the Lord Chief Justice observed that it was inconvenient that papers in a case should be filed with the officer of the court just as the case was called on. Such papers should be left with the officer at least two days before the case came on for hearing, in order that it might then be ascertained that they were all in order and any defects might be rectified.

IN *Saffery* v. *Mayer* (reported elsewhere) the Court of Appeal has reversed a decision of DARLING, J., which, if allowed to stand, would have materially affected the efficacy of the provision of the Gaming Act, 1892, that any promise to pay any person any sum of money paid by him under or in respect of any contract or agreement rendered null and void by the Gaming Act, 1845 (8 & 9 Vict. c. 109), shall be null and void and no action shall be brought to recover any such sum of money. The Act of 1892 was passed to get rid of the well-known decision in *Read* v. *Anderson* (31 W. R. 453), that a commission agent employed to make bets can recover from his principal the sums which he has paid in respect of the bets; the contract implied between the agent and principal was there held not to be within the contracts by way of gaming or wagering which are avoided by the Act of 1845. In the present case the defendant had invented a so-called system of winning money by backing horses, and had induced one VAUTIN to provide sums of money for working the system, under an arrangement that the profits were to be equally divided between the two. As might have been expected, there

were no profits to divide, and VAUTIN, after obtaining from the defendant promissory notes in respect of a moiety of the sums so provided, became bankrupt. In an action on the promissory notes by VAUTIN's trustee in bankruptcy, the defendant set up the Act of 1892. DARLING, J., held that the moneys advanced were paid in respect of an agreement for a partnership in backing horses, and that this agreement was not avoided by the Act of 1892. The Court of Appeal held that the agreement was a gaming or wagering agreement within the Act of 1845, and that therefore no action to recover the sums paid under it would lie. A similar decision, although not precisely in point, was given by Lord COLERIDGE, C.J., and WILLS, J., in *Tatam* v. *Reeve* (41 W. R. 174), in which it was held that the Act of 1892 prevented the plaintiff from recovering money paid by him at the request of the defendant to persons with whom the defendant had lost bets.

THE CASE of *Sea Insurance Co.* (*Limited*) v. *Carr* (reported elsewhere) is an illustration of the disadvantages to which the establishment of a special court for commercial cases gives rise. The commercial court is an excellent thing in itself, but there is no justification for restricting the advantages of its procedure to any particular class of cases, nor, when a case has once been put in the commercial list, is there any justification for allowing an appeal for the purpose of getting it transferred to the ordinary list. Such an appeal, though apparently countenanced by *Barry* v. *Peruvian Corporation* (*Limited*) (44 W. R. 487; 1896, 1 Q. B. 208), and now expressly sanctioned by the Court of Appeal in *Sea Insurance Co.* (*Limited*) v. *Carr*, simply blocks the action by allowing an additional interlocutory proceeding. As Lord HALSBURY says, it is almost impossible to lay down any definition of what is a commercial cause. According to the notice under which the court was established such causes "*include* causes arising out of the ordinary transactions of merchants and traders; amongst others, those relating to the construction of mercantile documents, export or import of merchandize, affreightment, insurance, banking, and mercantile agency and mercantile usage." But the definition is not meant to be exhaustive, and when the judge of the commercial court has once decided that any case is sufficiently connected with commerce to be a proper subject for his jurisdiction there should be an end of the matter. It is to be remembered that in *Baerlein & Co.* v. *Chartered Bank of India* (43 W. R. 692; 1895, 2 Ch. 288) it was distinctly laid down by LINDLEY, L.J., that the commercial court existed merely for convenience in the disposal of business, and was just as much subject to the R. S. C. as any other court. It "has no more power to dispense with evidence or to depart from the administration of the law in the ordinary way than any other court or judge." This being so, when the plaintiff has once obtained the facilities for speedy trial which the court affords, it should not be possible for the defendant to deprive him of these facilities. The plaintiff has obtained nothing more than every suitor would be entitled to if a practical regard for the due administration of justice governed the whole of the High Court. To give a judge immediate seisin of a cause and enable him to put it in train for speedy settlement, is the only principle of the commercial court, and it is the only satisfactory principle for the conduct of litigation. The argument assumes, of course, that as much consideration is bestowed on cases in the commercial court as elsewhere.

AN INTERESTING point on the validity of a mortgage by an infant was raised in *Thurstan* v. *Nottingham Building Society* (reported elsewhere), the first reported decision of JOYCE, J. In 1898 the plaintiff, while an infant—she came of age in March of this year—was desirous of purchasing land for the purpose of erecting houses. She applied to the defendant society for an advance of £1,200, and offered the land and houses as security. The application was accepted, the society being ignorant of the infancy, and the land was conveyed to the plaintiff on the 21st of July, 1898, and on the following day was conveyed by the plaintiff to the defendants by way of mortgage. In October of the same year, when £1,070 had been advanced and had been expended partly in the purchase of the land and partly in the erection of the houses, the society discovered that the borrower was an infant, and they entered into possession of the mortgaged property and completed the houses at a cost of £270. On attaining twenty-one the borrower commenced an action to have the mortgage deed declared void and the property delivered up, her object, it was stated, being to make use of the property for the purpose of repaying the advance by the society and also other money which she had borrowed in connection with the transaction. On the part of the defendants no allegation of fraud or misrepresentation was made. Under these circumstances, it would seem that, taking the mortgage by itself, the plaintiff was entitled to have it set aside, however hard such a result may seem on the mortgagees. Under section 1 of the Infants Relief Act, 1874, contracts by an infant for the repayment of money lent are absolutely void, and a deed shares the same fate. And a deed securing an advance is void, even though by reason of the advance being for necessaries an action will lie for the money: *Martin* v. *Gale* (25 W. R. 406; 4 Ch. D. 428). On the other hand, when an infant has paid money under a contract the benefit of which he has had, he is not entitled on repudiating the contract to claim the return of the money: *Valentini* v. *Cavali* (38 W. R. 331, 24 Q. B. D. 166). In the present case, however, Mr. Justice JOYCE held that the mortgage was not to be taken by itself, but that the conveyance to the plaintiff and the mortgage by her were really one and the same transaction, and that she could not be permitted to affirm one part and to repudiate the other. Hence the mortgage was upheld. But inasmuch as no question seems to have arisen between the parties to the action as to the conveyance to the plaintiff, and the action was concerned only with the mortgage, it is not altogether clear how the plaintiff's conduct with regard to the conveyance was relevant; and the result, though obviously just, seems to be open to technical objection.

THAT THE defendant in the libel case of *Dowling* v. *Dods*, tried last June before DARLING, J., and a jury, should have declined to accept the extraordinary verdict given against him, will surprise no one, and the fact that the Court of Appeal has unhesitatingly set that verdict aside will certainly surprise no lawyer. The alleged libel was contained in a letter written by the defendant, a medical man, to the relieving officer of the parish in which the plaintiff lived. The letter stated that, to the best of the defendant's knowledge or ability, the plaintiff was of unsound mind, gave certain facts justifying this opinion, and suggested that the relieving officer should make inquiries. The defence was justification and privilege, and the judge held that the communication was privileged, but left the question of malice to the jury. The jury found that some of the facts alleged in the letter were untrue, that the letter was not written with due care or *bonâ fide*, and that there was express malice, and they gave the plaintiff substantial damages. The Court of Appeal has held, however, that there was no evidence whatever which ought to have been left to the jury of malice or that the facts were untrue. Seldom has a jury given a more perverse verdict, or a more mischievous one. It is hard to understand how the judge could have left the question to the jury, or why he refused to stay execution pending appeal. Under the Lunacy Acts it is the duty of the relieving officer of every parish to give notice to a justice of the peace of the fact when he has knowledge that any person in the parish is deemed to be a lunatic and not under proper control. The relieving officer is protected by the Acts from any civil or criminal proceedings for anything done in pursuance of the Acts, if done in good faith and with reasonable care. The relieving officer of a large parish, however, cannot often have knowledge of the existence of a lunatic in the parish except on the information of someone. If, then, a person has any reasonable ground for supposing that some other person is a lunatic and is not under proper control, what ought he to do? Ought he to keep silence and wait perhaps until a murder has been committed? Surely his proper course is to at once give information to the relieving officer of his suspicions, and leave the responsibility to him. If, however, an action of libel is to be brought against the informant in case his suspicions turn out to be unfounded, no one will like to take the risk of interfering, and the death of the suspected person or of some other person may be the conse-

quence. Therefore it is plainly the duty of relieving officers to regard communications of this nature as strictly confidential, and a letter like that written by the defendant in *Dowling* v. *Dods* ought never to be disclosed to the suspected person or his representatives. When disclosed, however, it is the duty of a judge to see that the writer does not suffer, unless it is clearly proved that he acted from some improper motive, and was actuated by spite or malice. The letter of the defendant ought certainly never to have gone beyond the officer to whom it was written, and the judge ought never to have left the question to the jury. The Court of Appeal, in entering judgment for the defendant, has rectified a grave miscarriage of justice.

THE CURRENT number of the *Law Quarterly Review* contains an interesting article by Mr. J. W. SALMOND on the theory of judicial precedents. According to a fiction which has prevailed more at common law than in equity it is the province of judges to declare the law and not to create it; but this fiction is well known to be opposed to actual fact, and the decisions of the courts rank as a legitimate and important source of law. "It must not be forgotten," said JESSEL, M.R., in *Re Hallett* (13 Ch. D., p. 710), in a passage which the writer of the article quotes, "that the rules of courts of equity are not, like the rules of the common law, supposed to have been established from time immemorial. It is perfectly well known that they have been established from time to time—altered, improved, and refined from time to time. In many cases we know the names of the Chancellors who invented them. No doubt they were invented for the purpose of securing the better administration of justice, but still they were invented." And this, which is clearly true of the doctrines of equity, is true of the entire law. But if judicial decisions are thus efficacious in creating law, it is important to ascertain the relation in which the decisions of various courts stand to each other and what degree of authority is to be attached to any particular decision. As a rule this is a question which raises no difficulty, though occasionally there are interesting pronouncements upon it. This happened, for instance, recently in the *London Street Tramways Co.* v. *London County Council* (46 W. R. 609; 1898, A. C. 375), when the House of Lords was asked to review its own decision. "A decision of this House," said Lord HALSBURY, C., "once given upon a point of law is conclusive upon this House afterwards, and it is impossible to raise that question again as if it was *res integra* and could be re-argued, and so the House be asked to reverse its own decision." With regard to judicial precedents generally, Mr. SALMOND divides them according as they are authoritative or persuasive. The former class consists for this country of the decisions of our own superior courts. Under the latter class are ranged (1) foreign decisions, notably of American courts; (2) the decision of superior courts in other portions of the British empire, including Irish courts; and (3) the decisions of the Privy Council in colonial cases. None of these decisions are authoritative in an English court, though their claims to respect—that is, to the rank of "persuasive precedents"—has been frequently recognized. "We are not bound," it was said by the Court of Appeal in *Leask* v. *Scott* (2 Q. B. D., p. 380), speaking of a decision of the Privy Council, "by its authority, but we need hardly say that we should treat any decision of that tribunal with the greatest respect, and rejoice if we could agree with it." And of course, as a matter of practice, the decisions of the Judicial Committee rank as precedents which can hardly be disregarded. In respect of decisions which are strictly authoritative, Mr. SALMOND usefully distinguishes between decisions which are absolutely and conditionally authoritative. Absolutely authoritative are the decisions of a higher court as regards a lower; and the House of Lords and apparently the Court of Appeal respectively are absolutely bound by their own decisions. But in all other cases decisions of English courts are, in the phraseology of the article, only conditionally binding, and may be disregarded if they are thought to be wrong, unless, indeed, they have existed so long as to have a weight which outbalances their real inaccuracy. The article contains a very useful examination into a subject of much practical importance.

RECENT DECISIONS ON COUNTY COURT JURISDICTION AND PRACTICE

THE past twelve months have certainly not been fruitful in High Court decisions affecting the county courts, though the value of litigation attracted to those courts, year by year, is by no means a diminishing quantity. Many reasons might possibly be given by way of accounting for this state of things, but, doubtless, the ever-increasing familiarity with county court jurisdiction and procedure, on the part of litigants, practitioners, and county court officials, sufficiently explains the comparatively small number of decisions comprised by the present article. In dealing with these decisions it will be convenient to notice, in the first instance, those which affect *the jurisdiction* of the county courts. These are only two in number. In *Crystal Palace Gas Co.* v. *Idris* (82 L. T. 200) it was held that where a lamp-post had been knocked down by the negligent driving of the defendants' servant the plaintiffs could maintain an action for negligence in the county court against the masters, notwithstanding that another remedy was given by section 20 of the Gasworks Clauses Act, 1847 (10 Vict. c. 15), which provides that "every person who shall carelessly or accidentally break, throw down, or damage any pipe, pillar, or lamp belonging to the undertakers, or under their control, shall pay such sum of money by way of satisfaction to the undertakers for the damage done, not exceeding £5, *as any two justices or the sheriff shall think reasonable*." The other case on the point under consideration is one which concerns the jurisdiction of the county courts under special statutes—namely, *National Telephone Co.* v. *Tunbridge Wells Corporation* (48 W. R. 686). It was there held that the effect of the Telegraph Act, 1892 (55 & 56 Vict. c. 59), is to destroy the right of appeal to the county court from the refusal of highway authorities to sanction alterations in their streets (as by laying wires thereunder) where the parties complaining of such refusal are private companies or persons to whom the Postmaster-General has delegated, by licence under section 5 of the said Act, the powers conferred upon him by the Telegraph Acts, 1863 and 1878; though the last-named statute expressly provides, by section 4, for an appeal to a stipendiary magistrate "*or county court judge*" from the refusal of any highway authority to give its consent to the Postmaster-General placing telegraphs, &c., under a street, and empowers a county court judge to hear and determine such a "difference," when it arises, "as if he were an arbitrator under the Regulation of Railways Act, 1868." It follows from this decision that the persons to whom the Crown has delegated its statutory powers cannot exercise the right of appeal possessed by the latter while it still retained those powers, but, on the contrary, must submit to having proposed works in streets vetoed by highway authorities, with whom the final decision in such cases now rests.

Akin to the subject of county court jurisdiction is the subject of *prohibition* and also of *removal of actions* from the county court to the High Court. With regard to *prohibition* there is only one case to be noticed—namely, *National Telephone Co.* v. *Tunbridge Wells Corporation* (*ubi supra*), which we have just cited on another point. It was there held that when the jurisdiction of the county court is questioned, the proper remedy is by prohibition if the county court judge was acting in his *judicial* capacity, even though the statute under which he professed to act provides, as it did in the case under consideration, that he is to hear and determine the case "*as if he were an arbitrator*."

Next as to *the removal of actions* from the county court to the High Court. On this subject, the case of *Attorney-General* v. *Lord Stanley of Alderley* (1900, 1 Q. B. 256) merits attention. It was there held that the prerogative of the Crown, with regard to the removal to the revenue side of the Queen's Bench Division of a county court action between two subjects (in whatever stage it may be) wherein the rights of the Crown are involved, still exists, unimpaired by the Judicature Acts; and that where, after judgment in the county court, and pending an appeal therefrom, the Attorney-General has filed an information, praying for a declaration of the rights of the Crown, an order for the transfer of the pending county court appeal, and for a stay of proceedings until

after the hearing of the information, is rightly made. In the case under consideration, the plaintiff was the surface owner of land, under which the Crown possessed mining rights which had been assigned to the defendants as lessees, from whom the plaintiff claimed damages for trespass to the surface land. It was, therefore, quite obvious that the rights and interests of the Crown were in fact involved in the county court action.

With regard to *appeals* from county courts, one decision claims notice—namely, *Godman* v. *Moses* (48 W. R. 689). It was held in that case, by the Court of Appeal, that they could give leave to appeal from a judgment of a Divisional Court affirming the decision of the county court and refusing leave to appeal. This decision seems to be fully warranted by section 1, sub-section 5, of the Judicature Act, 1894, which provides that the determination of any appeal by a Divisional Court shall be final "unless leave to appeal is given by that court *or* by the Court of Appeal." Moreover, it accords with what was held by the Court of Appeal, last year, in *Holland* v. *Girling*, which was commented on in these columns when decided (43 SOLICITORS' JOURNAL, p. 600).

On the important subject of costs reference must be made to the case of *Wright & Sons* v. *Bull* (1900, 2 Q. B. 124). There the plaintiffs sued the defendant in the High Court, where they recovered, by judgment under order 14, a portion of their claim—namely, £8 14s., leave to defend as to the residue of the claim being given to the defendant, who ultimately obtained judgment in the county court where the action was directed to be tried. No order as to costs having been made, it was held that the plaintiffs having succeeded in the action in recovering the sum of £8 14s. by means of the procedure prescribed by order 14, the defendant was not entitled to costs, although he had obtained judgment in the county court, in respect of the balance of plaintiffs' claim. Though this decision did certainly involve a hardship to the defendant, who successfully resisted in the county court the payment of the only portion of the plaintiffs' claim which he ever disputed, it is technically justified by what was held in previous cases (see *White* v. *Headland's Patent Electric Storage Battery Co.* (47 W. R. 273; 1899, 1 Q. B. 207), *Keeble* v. *Bennett* (42 W. R. 539; 1894, 2 Q. B. 329)), which establish that as an action remitted to the county court from the High Court is *one* action, incapable of being split into two by the remitting order, the costs recoverable depend upon the total amount adjudged to be due before and after such order has been made and acted upon. Whether, in the case under consideration, the county court judge *could* have ordered the costs down to the recovery of the £8 14s. to be paid by the defendant, and the rest of the costs to be borne by the plaintiffs, seems doubtful, and RIDLEY, J., expressed an opinion unfavourable to the existence of such a discretion. While dealing with the subject of costs it may be useful to mention that it has recently been decided that an action is not maintainable in the High Court upon an order for the payment of costs made in the county court (*Furber* v. *Taylor*, 48 W. R. 689), though an action can now be brought upon such an order when made in the High Court: see *Godfrey* v. *George* (44 W. R. 245; 1896, 1 Q. B. 48), *Pritchett* v. *English and Colonial Syndicate* (47 W. R. 577; 1899, 2 Q. B. 428).

With reference to *executions* in the county court, one recent case should be noted—namely, *Davis* v. *Harris* (48 W. R. 445; 1900, 1 Q. B. 729), which, though decided upon section 4 of the Law of Distress Amendment Act, 1888 (51 & 52 Vict. c. 21), equally interprets section 147 of the County Courts Act, 1888. It was there held that the term "bedding" in these two enactments must be taken to include a bedstead used as part of his sleeping accommodation by a person, and a bedstead is therefore privileged from distress under the first-named statute and from execution under the latter.

The results of the Bar examinations for the Michaelmas term have, says the *Westminster Gazette*, just been announced. Fifty-four candidates have passed the Final Examination, a somewhat high proportion of 72 per cent. of those examined. In the three other examinations, seventy-eight, fifty-seven, and sixty-four have passed respectively, and the proportion of ploughs has not been so considerable as usual. The Honours Examinations do not as yet find very much favour among the students, most of whom are quite contented with a third class, and the first class represents only 5 per cent. of the whole number of those examined.

THE PRACTICAL WORKING OF THE COMPANIES ACT, 1900.

II.

IN the previous article we gave an outline of the leading provisions of the new Companies Act. In considering more in detail the changes which it will effect in the formation and management of companies, it will be convenient to distinguish between provisions which affect (1) existing and new companies alike, (2) new companies which go to the public for subscriptions, (3) existing companies which offer future issues to the public, (4) new companies which do not go to the public, and (5) new companies limited by guarantee. By a new company is to be understood a company which is registered under the Companies Acts, 1862 to 1900, after the 31st of December next.

I.—EXISTING AND NEW COMPANIES.

The provisions of the Act of 1900 which affect both existing and new companies incorporated under the Companies Acts—some of them, however, being confined to companies which are limited by shares—may be arranged under the heads of (1) certificate of incorporation, (2) directors' qualification shares, (3) allotment of shares, (4) conversion of stock into shares, (5) extraordinary meetings, (6) annual summary and lists of directors, (7) registration of mortgages and charges, (8) audit, (9) winding up, and (10) defunct companies.

1. *Certificate of Incorporation.*—By section 18 of the Act of 1862 it is provided that, upon registration of the memorandum and articles of association, the registrar shall certify that the company is incorporated, and such certificate is "conclusive evidence that all the requisitions of this Act in respect of registration have been complied with"; and Part VII., which allows companies already incorporated to register under the Acts, provides by section 192 that "a certificate of incorporation given at any time to any company registered in pursuance of this part of this Act shall be conclusive evidence that all the requisitions herein contained in respect of registration under this Act have been complied with, and that the company is authorized to be registered under this Act." These enactments would seem by themselves to be amply sufficient to forbid any going behind the certificate of incorporation, and such was the opinion of Lord CHELMSFORD, C., in *Oakes* v. *Turquand* (L. R. 2 H. L., p. 354), when he said: "I think the certificate prevents all recurrence to prior matters essential to registration, amongst which is the subscription of a memorandum of association by seven persons." Nevertheless, in *Re National Debenture Corporation* (39 W. R. 707; 1891, 2 Ch. 505) it was held that the certificate was not, by virtue of section 18, conclusive as to due signature of the memorandum of association, and evidence on this point was taken.

Section 1 (1) of the Act of 1900 is intended to defeat the astuteness which the courts have shewn in getting round sections 18 and 192 of the Act of 1862, and it is now enacted that a "certificate of incorporation given by the registrar in respect of any association shall be conclusive evidence that all the requisitions of the Companies Acts in respect of registration and of matters precedent and incidental thereto have been complied with, and that the association is a company authorized to be registered and duly registered under the Companies Acts." The incorporation of a company is to take effect from the date of incorporation mentioned in the certificate of incorporation (sub-section 3), and by sub-section 4 the section applies to all certificates of incorporation, whether given before or after the passing of the Act. All existing certificates are, therefore, made absolutely conclusive as to the due incorporation of the company. In applying for a certificate after the 31st of December next it will be necessary to produce to the registrar a statutory declaration of compliance with "the requisitions of the Companies Acts in respect of registration and of matters precedent and incidental thereto," and the registrar may accept it as sufficient evidence of such compliance. The declaration will be made by the solicitor engaged in the formation of the company, *or* by a person named in the articles of association as a director or secretary. The requirements for registration, it may be noticed, are very few. Seven or more persons associated for a lawful purpose must sign a memorandum of association (section 6 of the Act of 1862), containing the matters specified in section 8;

each must sign for one share at least and the signature must be attested by one witness; and the memorandum and articles must be registered. Practically, therefore, the statutory declaration can only be required to prove the signature of the memorandum by seven persons. The registrar will have before him the means of satisfying himself as to compliance with all the other conditions for the registration of the company. The Act of 1900 is silent as to the interest of the persons by whom the memorandum is to be signed, and indirectly it gives legislative sanction to the formation of "one-man companies" such as the company which was upheld by the House of Lords in *Salomon* v. *Salomon & Co.* (45 W. R. 193; 1897, A. C. 22).

2. *Directors' Qualification Shares.*—"I am one of those," said LINDLEY, L.J., in *Re Wheal Buller Consols* (36 W. R. 723, 38 Ch. D., p. 50), "who think that the law on this subject is not on a satisfactory footing, and that it would be just for a person who acts as director to be held liable for the shares without which he had no right to act, but that does not enable us to infer an agreement to take them." In accordance with this *dictum* it is settled that the mere acting by a director in his office does not imply an agreement to take the qualification shares. The case, however, is frequently met by a special form of article, under which a director who does not obtain the shares within a specified time is to be deemed to have agreed to take them from the company, and such a form is effectual to fix the director with liability for the shares: *Re Anglo-Austrian Printing Co., Isaac's case* (40 W. R. 518; 1892, 2 Ch. 158). The acting as a director of a company which is subject to such an article implies an agreement to be bound by the article—*i.e.*, an agreement to be liable for the shares. It would have been in accordance with the trend of judicial opinion had this liability been expressly imposed on directors by the new Act, and in effect this is done by section 2 of the Act of 1900 in the case of directors of new companies whose names are inserted in a prospectus; but with regard to directors generally the Act stops short of imposing liability for shares, and is content to insure that if a director will not obtain his qualification, neither shall he go on acting in the office. Under section 3 it is the duty of every director not already qualified to obtain his qualification within two months after his appointment, or within such shorter time as may be fixed by the regulations of the company. In default of his doing so his office will be vacated, and if he continues to act he will be liable to pay to the company a sum of £5 a day. Moreover, till he obtains his qualification shares he cannot be re-appointed a director. The entire section depends, however, upon the regulations of the company requiring a share qualification for directors, and it will still be possible for directors to be exempt from the necessity of holding any shares at all in the company.

3. *Allotment of Shares.*—The provisions of section 7 with regard to the returns of allotments of shares will be chiefly used in connection with new companies, but they apply equally in all cases of companies limited by shares, whether old or new, and whether going to the public or not. Hitherto, as is well known, the issue of paid-up shares has been dependent on section 25 of the Act of 1867, and that section has been responsible for a vast amount of litigation and hardship. Under it every share was to be deemed to be issued subject to the payment of the whole amount thereof in cash, unless otherwise determined by a contract in writing filed with the registrar. In lieu of this section what was really required was a return to the registrar of all shares issued otherwise than for cash, with a statement of the consideration for which they were issued. The Legislature has adopted this plan, and whenever a company makes an allotment, returns will have to be filed with the registrar within one month shewing (*a*) the number and nominal amount of the shares comprised in the allotment, the names, addresses, and description of the allottees, and the amount (if any) paid or due and payable on each share; and (*b*) the number and nominal amount of shares allotted in whole or in part for a consideration other than cash, the extent to which they are to be treated as paid-up, and the consideration for which they have been allotted.

These returns will give in short form all the information which there is any need to make public in regard to the issue of shares. The Legislature, however, has also re-enacted in stricter form the requirement of filed contracts, though for any omission in filing or in making the above returns the penalty will now lie on the officers of the company, and not, as hitherto, in cases of default in complying with section 25, on the allottees of the shares. Section 7 (1) (*b*) of the present Act requires that in the case of shares allotted in whole or in part for a consideration other than cash a contract in writing constituting the title of the allottee to such allotment, *together* with any contract for sale, or for services or other consideration in respect of which such allotment was made, such contracts being duly stamped, must be filed with the registrar. In future, therefore, it will be necessary upon any issue of shares as fully paid up, to file, not only the usual sub-contract, which is apparently intended by the phrase "contract constituting the title of the allottee to the allotment," but also the principal contract by which the issue is provided for.

The phrase "consideration other than cash" will probably be found to correspond to the phrase "subject to the whole amount thereof in cash" in the repealed section 25, and the cases which have been decided on the latter phrase will be applicable. Hence payment by set-off of a payment due from the company against the sum due in cash on the shares will be a payment in cash in accordance with *Spargo's case* (L. R. 8 Ch. 407), and the recent confirmation of that case by the Privy Council in *Larocque* v. *Beauchemin* (1897, A. C. 358) and *North Sydney Investment Co.* v. *Higgins* (1899, A. C. 263), notwithstanding the doubts which have been expressed by Lord HALSBURY (see *Ooregum Gold Mining Co.* v. *Roper*, 1892, A. C. 125).

4. *Conversion of Stock into Shares.*—By section 12 of the Companies Act, 1862, a company limited by shares, if authorized to do so by its articles as originally framed, or as altered by special resolution, is empowered to convert its paid-up shares into stock, notice being given to the registrar (section 28). Section 29 of the present Act allows a re-conversion of stock into shares, provided similarly that power for this purpose is given by the original or altered articles.

REVIEWS.

MEDICAL JURISPRUDENCE.

LECTURES ON MEDICAL JURISPRUDENCE AND TOXICOLOGY. By FRED. J. SMITH, M.D. (Oxon.). J. & A. Churchill.

The author of these lectures modestly expresses the opinion that but for the express request of Messrs. J. & A. Churchill he would not have published them, as after the excellent treatises of Messrs. Dixon, Mann, and Luff there is no room for another text-book on the subject. We differ from Dr. Smith's opinion. There was great room for what we may call, without disrespect, a primer on medical jurisprudence, and Dr. Smith has supplied what is needed. His style is clear and his matter excellent, and we can conceive of no better introduction to "the books at large" than his manual. In a second edition leading cases should be cited.

WORKMEN'S COMPENSATION.

THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1900. By ALBERT PARSONS and ANTON BERTRAM, Barristers-at-Law. William Clowes & Sons (Limited).

This little work deals only with the Acts mentioned in the title, the general law as to employers and workmen, and even the Employers' Liability Act, 1880, being beyond its scope. The authors have exercised a wise discretion in so confining their subject, for there is no common principle connecting the Act of 1880 and the legislation of the late Parliament and the common law. The method adopted is that of annotating the Acts section by section; upwards of a hundred decisions upon the Act of 1897 have been reported, and these supply abundant material for the notes, which are carefully written and well-arranged. The Act of 1900, which extends the earlier Act to "workmen in agriculture," is shortly dealt with; the definition of "agriculture" contained in that Act seems wide enough to include within its scope persons who are usually regarded as in private or domestic employment, and is not unlikely to add to the number of cases on the subject of workmen's compensation.

WORKMEN'S COMPENSATION CASES: BEING REPORTS OF CASES DECIDED UNDER THE WORKMEN'S COMPENSATION ACT. VOL. II. Edited by R. M. MINTON-SENHOUSE, Barrister-at-Law. William Clowes & Sons (Limited).

This collection of cases will, like the preceding volume, be of service to those who are called upon to deal with the difficult questions arising

under the Act of 1897. Of the fifty cases reported in this volume a considerable number do not appear elsewhere, and several county court decisions are given. The cross-references between decisions bearing on the same point should be useful.

RULING CASES.

RULING CASES. Arranged, Annotated, and Edited by ROBERT CAMPBELL, M.A., Barrister-at-Law. Assisted by other Members of the Bar. With AMERICAN NOTES, by LEONARD A. JONES, A.B., LL.B. (Harv.). VOL. XXI.: PAYMENT—PURCHASER FOR VALUE. Stevens & Sons (Limited).

The issue of the twenty-first volume of this notable series of leading cases shews that very substantial progress has been made with the work. The first volume is dated in 1894, so that an average of three volumes a year has been maintained, a very creditable achievement when the amount of work to be done in selecting and arranging the cases, and in compiling the notes, is taken into account. The present volume includes several important titles, amongst them being "Payment," "Perpetuities," "Pilotage," "Power," "Principal and Surety," and "Purchaser for Value without Notice." Under these there are many cases reported in full to which it is convenient to have ready access. "Perpetuities" naturally introduces *Cadell* v. *Palmer* (1 Cl. & F. 372), and the more recent cases on the subject which have gone to the House of Lords are stated at considerable length in the notes. A series of twenty-three "ruling cases" are given under the head of "Powers." "Purchaser for Value" opens with *Bassett* v. *Nosworthy* (Rep. *temp.* Finch, 102), and includes *Le Neve* v. *Le Neve* (Ambl. 436); while among the more recent cases selected under this head are *Patman* v. *Harland* (17 Ch. D. 353), which is a warning against too implicit a reliance on the provisions of the Vendor and Purchaser Act, 1874, and *Ind, Coope, & Co. v. Emmerson* (12 App. Cas. 300), where the plea of purchase for value without notice was held not to save the defendants from discovery of documents of title. Under "Principal and Surety" is given the recent case of *Rouse* v. *Bradford Banking Co.* (1894, A. C. 586), and *Wolmershausen* v. *Gullick* (1893, 2 Ch. 514) is included by means of a cross-reference to a former volume. "Personal Property," which is also one of the titles in the volume, is too wide a subject for detailed separate treatment, but it is made the occasion for introducing *Colonial Bank* v. *Whinney* (11 App. Cas. 426), a case of great importance with regard to the title to shares upon the bankruptcy of the shareholder. The series, when complete, will form a very valuable addition to the library of the practitioner, and its utility is enhanced by the free use made of recent authorities.

BOOKS RECEIVED.

Selden Society: Beverley Town Documents. Edited for the Selden Society by ARTHUR F. LEACH, of the Middle Temple, Barrister-at-Law. Bernard Quaritch.

An Exposition of the Principles of Estoppel by Misrepresentation. By JOHN S. EWART, Winnipeg, Manitoba, Canada. Stevens & Sons (Limited). Price 25s.

A Practical Guide to Company Law as Amended by the Companies Act, 1900, with Forms. By EDWARD MANSON, Esq., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

Sweet and Maxwell's Diary for Lawyers for 1901. Edited by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice, and J. JOHNSTON, of the Central Office. Sweet & Maxwell (Limited).

The Lawyers' Companion and Diary and London and Provincial Law Directory for 1901, with Tables of Costs, New Stamp Duties, Time Table of the Courts, Index to Practical Statutes, Public Statutes of 1900, Legal Business of the Month, Oaths in Supreme Court, Estate, Legacy and Succession Duties, Legal Time, Interest, Discount, and other Tables, &c. Edited by E. LAYMAN, B.A., Barrister-at-Law. Fifty-fifth Annual Issue. Stevens & Sons (Limited); Shaw & Sons.

A course of evening lectures under the Council of Legal Education of the Four Inns of Court will be delivered in the Old Hall, Lincoln's-inn, on Thursdays during Michaelmas educational term, 1900, and Hilary educational term, 1901, to illustrate the changes in the law of England during the nineteenth century. Subjoined are the names of the lecturers and the dates: Mr. W. Blake Odgers, Q.C., November 8; Sir H. B. Poland, Q.C., November 15; Mr. J. Pawley Bate, November 22; Mr. A. T. Carter, November 29; Mr. W. Blake Odgers, Q.C., December 6; Mr. Augustine Birrell, Q.C., December 13; Mr. W. Blake Odgers, Q.C., January 17; Mr. Raegg, Q.C., January 24; Mr. Arthur Underhill, January 31 and February 7; Mr. Charles Montague Lush, February 14; and Mr. T. B. Napier, February 21. The lectures will all begin at 8 p.m., and they will be open to all members of the Inns of Court free, and to non-members on a payment of a fee of one guinea for the course. Lord Macnaghten will take the chair at the first lecture.

CORRESPONDENCE.

SOLICITORS' ACCOUNTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As cashier to a firm of solicitors for a number of years, I have read with considerable interest the paper by Mr. Godden on this subject, which appears in your issue of Saturday last, and should be obliged by your allowing me space for a few remarks thereon.

I hope that solicitors generally are not such bad accountants as the paper would indicate to an outsider, and yet I agree with the idea that articled clerks should, before admission, be required to give proof of some proficiency in the important subject of book-keeping.

Kain's system of solicitors' book-keeping by double entry is, I believe, in pretty general use in the provinces; but, strange to say, Mr. Godden practically ignores it. This system incorporates the cash book proper with the journal, and brings into one book *all* the transactions connected with figures, whether cash, by bank, or between ledger accounts; and illustrations of its practical utility would have been much better than the laboured points which Mr. Godden tries to drive home.

In my office Kain's system (with certain improvements suggested by experience) has been in use for over thirty years, and has never failed to give satisfaction. Indeed it works so well that a modified form of it is used by us in the keeping of all our *trust* accounts.

With regard to the question of separate banking accounts for clients' moneys, I may say that this system of separation was commenced in our office eight years ago, by the opening of an account at a *different* bank, called "clients' account." Into this are paid all sums belonging to clients as and when received, from the 3s. fire premium paid to us as agents for an insurance company, to the hundreds of pounds left in our hands for investment, or for road-making payments, &c.; and no cheque is drawn on this account, for any client, unless the amount is actually there to his credit.

As regards costs debited against clients whose accounts are in credit, a simple memo. or tally, is preserved of these (made up when the accounts are approved by the client) and periodcally (say half-yearly, quarterly, or oftener, if need be) cleared by a cheque drawn on the clients' account in favour of the office account, as "adjustments."

When this clients' bank account was first commenced, our cash journal had only one set of bank columns, and consequently, all the amounts paid in to or drawn out of that account, had to be posted to a ledger account; but latterly we have had a special cash journal made with extra blank columns, and thus saved labour.

Any advances made to clients are paid out of the office account, consisting purely of principal's own money, whether capital or arising from paid bills. With regard to the expenses of this separate banking account (*i.e.*, commission and cheque stamps) these have up to now been covered by the interest allowed on the account, which naturally is always in credit and *cannot* be overdrawn. The bankers here make no difficulty about different accounts, but from experience we judged it best to have the office account at one bank and the client's account at another, thus minimizing the risk of errors between the two accounts on our part, and rendering them impossible on the part of the bankers.

In conclusion, I would like to say that if a solicitor has an intelligent, competent, and trustworthy book-keeper, and from time to time looks over the cash journal himself, with an *understanding* eye, the frequent recourse to the services of a professional auditor—upon which Mr. Godden lays so much stress—could be very nearly dispensed with, and the expense thereof saved. If his advice as to monthly audits was adopted, a solicitor would have to spend a good percentage of his earnings in auditor's fees. In this connection I may say that my firm's books have been for the last fourteen years kept by one clerk, and, being checked by analysis at each half-yearly balancing, it has not been found necessary to have them audited for the last twelve years; and with our system the principal has not, personally, to devote one quarter of the time to his books that Mr. Godden advocates. "CALCOLATORE."

Sheffield, Nov. 5.

ALSATIA.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Although the Act of 1623, to which you refer in last week's issue, abolished "sanctuary or privilege of sanctuary," the privileges of the District of Whitefriars continued down to 1697, in which year an Act was passed which finally abolished the "notorious and scandalous practices used in many privileged places" mentioned in it. In the list of these "White Friers" stands first, and, amongst the rest, the names of two other localities are not unfamiliar to frequenters of Holborn and Gray's-inn-road—viz., Fuller's-rents and Baldwin's-gardens. Dr. Brewer, in his "Dictionary of Phrase and Fable," says that Cunningham thinks that the name "Alsatia" was borrowed from Alsace in France, which, being a frontier of the Rhine, was everlastingly the seat of war and refuge of the disaffected. The manners and customs of the dwellers in Alsatia are fully described in Sir Walter Scott's novel, "The Fortunes of Nigel." E. G. ANGEL.

Exeter, Nov. 6.

[*To the Editor of the Solicitors' Journal.*]

Sir,—There is an interesting account of "Alsatia" in Sir Walter Scott's novel "The Fortunes of Nigel." He says, "Whitefriars, adjacent to the Temple, then well known by the cant name of Alsatia, had at this time (reign of James I.) and for nearly a century afterwards, the privilege of a sanctuary, unless against the writ of the Lord Chief Justice, or of the Lords of the Privy Council." Alsatia was, according to Scott, ruled over by "Duke Hildebrod," described as the grand protector of the liberties of Alsatia. When Nigel came before Hildebrod the latter had beside him "a broken attorney, who, for some malpractices, had been struck from the roll of practitioners, and who had nothing left of his profession, excepting its roguery." This worthy ex-attorney objected to Nigel being made free of the sanctuary on the grounds "that the queer old chief would sweep the streets of Alsatia from the Strand to the Stairs; and it was even policy to think what evil might come to their republic by sheltering an alien in such circumstances." Nigel was a Scotchman. The whole account of Alsatia in this book is worth perusal. W. P.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to your remarks on the use of the term Alsatian, in *Ex parte Soffery* (4 Ch. D., at p. 561), James, L.J., says: "The Stock Exchange is not an Alsatia." S. J. E. HASTINGS.

29, Trinity-square, Borough, S.E., Nov. 7.

THE BANK OF ENGLAND AND POWERS OF ATTORNEY BY PERSONS RESIDENT ABROAD.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Any person resident out of England has, I understand, the right, by executing a simple deed called a general power of attorney, to appoint some other person resident in England his agent or "attorney," to sign his name, transact all his business, and generally act as his representative there so far as can be, "as effectually as he could act for himself."

The right is one of some importance, and I wish to ask you why it is that in one important particular a large curtailment of it has been introduced and is tolerated?

If an attorney, acting under a power of this nature, sells on behalf of his principal a sum of Consols or other stock registered at the Bank of England, and presenting his power at the bank for inspection, claims to transfer the stock into the purchaser's name in their books, he is met by a positive refusal of the bank under any circumstances to permit such a transaction. The bank will supply a special form of power, to be executed by the stock-holder, if abroad, in the presence of three witnesses, one of whom must be a consul or other dignitary. After being acted on, this power will be kept by the bank.

The results of this requirement are obvious, and as they must be within every solicitor's experience I will not dwell on them further than to point out that in some cases the transfer of the stock has to await the holder's return, while in very many more it can only be effected at the cost of great delay, trouble, and expense.

Now of the constitution of the bank I know, and am concerned to know, nothing; but only two alternatives are possible. Either (1) the bank are permitted (or even compelled) by their Acts or charters to refuse to act on any powers of attorney but those prepared and afterwards kept by themselves; or (2) they have no more right than any other person or corporation to refuse to allow a lawfully constituted attorney to act on his principal's behalf.

In the first alternative, I submit that fresh legislation is clearly called for; in the second, that the bank ought at once to be brought to their senses. ATTORNEY.

London, Nov. 1.

CASES OF THE WEEK.

Court of Appeal.

SEA INSURANCE CO. (LIM.) v. CARR. No. 1. 1st Nov.

PRACTICE—APPEAL—COMMERCIAL CAUSE—TRANSFERRING ACTION TO COMMERCIAL LIST—JURISDICTION OF COURT OF APPEAL.

Appeal from an order of Mathew, J., at chambers, transferring the action to the list of commercial causes. The action was brought in the Queen's Bench Division against the defendant, who was in command of H.M.S. *Lapwing*, to recover the value of certain arms which had been seized by him on board the steamship *Baluchistan* in the Persian Gulf. The arms had been shipped by Messrs. Fracis, Times, & Co., who had insured them with the plaintiffs. The plaintiffs, having paid the loss, brought this action to recover from the defendant the amount so paid by them. The defendant justified the seizure under a proclamation of the Sultan of Muscat and a decree of the court in Muscat. Upon the application of the plaintiffs, Mathew, J., transferred the action to the commercial list. The defendant appealed, and contended that the learned judge had no jurisdiction to transfer the action to the commercial list as it was not a commercial cause; and that an appeal lay from the order of the judge on the ground that the cause was not a commercial cause: *Barry* v. *Peruvian Corporation* (44 W. R. 487; 1896, 1 Q. B. 208). It was contended on behalf of the plaintiffs that no appeal lay. The question was merely whether the action should be tried before one of certain judges or be left in the general list. That was a question of the arrangement of business in the Queen's Bench Division with which the Court of Appeal had no jurisdiction to interfere. The direction of Mathew, J., to transfer the cause was not an "order" within the meaning of section 19 of the Judicature Act, 1873, from which an appeal lay. Even if an appeal lay, the cause was a commercial cause, and therefore the court would not interfere.

THE COURT (LORD HALSBURY, C., A. L. SMITH, M.R., and COLLINS, L.J.) allowed the appeal.

LORD HALSBURY, C., said that the court were bound by the decision in *Barry* v. *Peruvian Corporation* that a party could appeal from an order transferring a cause to the commercial list upon the ground that the cause was not a commercial cause. That decision, in his opinion, was right. The question remained whether this was a commercial cause. The action raised very serious questions of international law, as to the effect of a proclamation of the Sultan of Muscat and a decree of the court in Muscat. The only possible commercial element was that the arms seized were on board a ship. That fact alone did not make the cause a commercial cause. For these reasons the appeal should be allowed.

A. L. SMITH, M.R., and COLLINS, L.J., concurred.—COUNSEL, *Sir R. B. Finlay*, A.G., and *R. B. D. Acland*; *Joseph Walton*, Q.C., and *F. W. Hollams*. SOLICITORS, *Solicitor to the Treasury*; *Hollams, Sons, Coward, & Hawksley*.

[Reported by W. F. BARRY, Barrister-at-Law.]

SAFFERY v. MAYER. No. 1. 5th Nov.

GAMING—MONEY PAID IN RESPECT OF A GAMING CONTRACT—8 & 9 VICT. c. 109—GAMING ACT, 1892 (55 & 56 VICT. c. 9), s. 1.

This was an appeal from a judgment of Darling, J., at the trial of an action without a jury. The action was brought by the trustee in the bankruptcy of one Claude Vautin to recover the sum of £433 14s. 9d., principal and interest due under three promissory notes given to Vautin by the defendant. The defence was that the notes were given in respect of a contract or agreement rendered null and void by 8 & 9 Vict. c. 109, and that therefore by reason of the Gaming Act, 1892, the plaintiff was not entitled to recover. The defendant, having invented a scheme for making money by backing horses, applied to Vautin to advance money for the purpose of working the scheme. Vautin advanced a sum of £500, and the defendant, who had no capital of his own, undertook to be responsible for half that amount. It was arranged that the defendant was to be responsible for the working of the scheme, and that the profits were to be divided between Vautin and the defendant. The whole of the money advanced was lost, and at the defendant's request Vautin advanced another sum of £50, but refused to advance any more until the defendant had paid him £250, the half of the amount originally advanced. The defendant therefore gave Vautin the three promissory notes the subject-matter of the action—viz., two notes for £150 each, and one note for £100. The notes represented the £250, half the sum originally advanced, the £50 subsequently advanced, and a further sum of £100 lent by Vautin to the defendant at the time when the notes were given. By section 1 of the Gaming Act, 1892, "Any promise, express or implied, to pay any person any sum of money paid by him under or in respect of any contract or agreement rendered null and void by the Act of the eighth and ninth Victoria, chapter one hundred and nine, or to pay any sum of money by way of commission, fee, reward, or otherwise in respect of any such contract, or of any services in relation thereto or in connection therewith, shall be null and void, and no action shall be brought or maintained to recover any such sum of money." At the trial Darling, J., gave judgment for the plaintiff. He found as a fact that the sum of £500 was advanced by Vautin to a fund for the joint benefit of the defendant and himself, and was in the nature of partnership capital, and he came to the conclusion that the money was not paid in respect of a contract or agreement rendered null and void by 8 & 9 Vict. c. 109, and that therefore the promise sued upon was not rendered null and void by the Gaming Act, 1892. The defendant appealed from this judgment except so far as the loan of £100 was concerned. The following cases were cited: *Tatam* v. *Reeve* (1893, 1 Q. B. 44), *De Mattos* v. *Benjamin* (63 L. J. Q. B. 248), *Burge* v. *Ashley & Smith (Limited)* (1900, 1 Q. B. 744), *Thwaites* v. *Coulthwaite* (1896, 1 Ch. 496).

THE COURT (A. L. SMITH, M.R., and COLLINS and STIRLING, L.JJ.) allowed the appeal, being of opinion that, on the finding of the learned judge, the case clearly came within the Gaming Act, 1892, being one of a promise to pay money paid in respect of a gaming contract, and that the case of *Tatam* v. *Reeve* was rightly decided.—COUNSEL, *Abinger*; *Atherley-Jones*, Q.C., and *H. Kisch*. SOLICITORS, *Cecil A. Lumley*; *Boyfus & Boyfus*.

[Reported by F. G. RUCKER, Barrister-at-Law.]

DOUGLAS v. BOLAM. No. 2. 25th Oct.

JUDICIAL TRUSTEE—APPOINTMENT OF NEW TRUSTEE—REJECTION OF NOMINEE OF APPLICANT—JURISDICTION OF COURT TO APPOINT THIRD PERSON—JUDICIAL TRUSTEES ACT, 1896 (59 & 60 VICT. c. 35), s. 1 (1) (3).

This was an appeal from Kekewich, J., which raised a question as to the jurisdiction of the court to appoint a judicial trustee in a case where exception was taken to the person suggested by the applicant. The facts were as follow: On the 2nd of August, 1898, John Broadway was appointed judicial trustee of a marriage settlement dated the 27th of June, 1865. In 1899 Broadway desired to retire, and the tenant for life, a

widow, issued a summons asking that E. Brewis, the husband of one of her daughters, might be appointed in his stead. Subject to the interest of the tenant for life her four daughters were entitled to the settled property. By the settlement the tenant for life had power "to exercise any statutory power of appointing a new trustee or new trustees." Broadway, in a notice which he gave to the court under rule 23 (1) of the rules of 1897, suggested that J. M. Winter should be appointed his successor, and this appointment was supported by the daughters, except Mrs. Brewis. Kekewich, J., appointed Winter. The tenant for life and Mrs. Brewis appealed.

THE COURT (Lord ALVERSTONE, C.J., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J., said that it was contended on behalf of the appellants that if a person who was entitled under section 1 (1) of the Judicial Trustees Act, 1896, to move the court suggested a name and that name was not satisfactory, the jurisdiction of the court was limited by sub-section 3 to appointing an official of the court, and that there was no power to appoint a third person. He thought that that was too narrow a view. To adopt this view would be to cut down the discretion of the court by putting the nomination of the judicial trustee in the hands of the person who made the application. In his opinion sub-section 1 was the proper sub-section which governed the present case, and sub-section 3 only dealt with the special case of the nominee of the applicant being the only person before the court.

RIGBY, L.J., delivered judgment to the same effect.

VAUGHAN WILLIAMS, L.J., concurred.—COUNSEL, *Coldridge; Tomlin.* SOLICITORS, *Poole & Robinson; Flux & Leadbitter.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

THURSTAN v. NOTTINGHAM PERMANENT BENEFIT BUILDING SOCIETY. Joyce, J. 1st Nov.

INFANT—MORTGAGE TO BUILDING SOCIETY—MORTGAGEE IN POSSESSION—RIGHT TO REPUDIATE.

This, the first case decided by Joyce, J., was an action with witnesses brought by a married woman to set aside a mortgage deed executed by her while an infant, and claiming to have the mortgage deed cancelled and the title deeds to the property comprised therein handed over to her, and to recover possession of the mortgaged property which had been taken by the mortgagees. It appeared that the plaintiff, while still only nineteen years of age, applied through her husband to become a member of the defendant building society. She was duly accepted by the society as a member, it being unknown that she was still an infant, and the society agreed to grant her a loan of £1,200. The loan was to be secured by a mortgage of certain land which she proposed to buy, and upon which she proposed to build houses. The land was duly conveyed to the plaintiff as her separate estate by an indenture dated the 21st of July, 1898, and on the next day a legal mortgage of the land and houses to the defendants was executed by her. In October, 1898, the defendants for the first time discovered that the plaintiff was an infant, and they thereupon took possession of the mortgaged property and had ever since been in receipt of the rents and profits. The amount advanced by them up to that date was £1,070, and they had also expended £270 on the completion of the houses commenced by the plaintiff, while the plaintiff had repaid three instalments of £10 4s. on account of interest and repayment of principal. For the plaintiff it was argued that the covenant contained in the mortgage was clearly void under section 1 of the Infants' Relief Act, 1874 (37 & 38 Vict. c. 62); whilst the conveyance of the property was void because the infant was under an absolute disability to convey: *Hearle* v. *Greenbank* (3 Atk., at p. 712, *per* Lord Hardwicke). Even if the covenant was not void it was at least voidable. The statement often made that an infant is liable upon contracts for his or her benefit was not accurate—the truth being that they could be made binding if the infant were brought before the court during infancy. In support of this argument reference was made to *Stikeman* v. *Dawson* (1 De G. & Sm. 90), *Ex parte Jones* (18 Ch. D. 109), *Martin* v. *Gale* (25 W. R. 406, 4 Ch. D. 428, at p. 431), *Jones* v. *Ingham* (41 W. R. 235; 1893, 1 Ch. 382), *Clements* v. *London and North-Western Railway Co.* (42 W. R. 663; 1894, 2 Q. B. 481), *Cooper* v. *Vesey* (30 W. R. 648, 20 Ch. D. 611), *Manners* v. *Mew* (29 Ch. D. 725). The defendants replied that the action could not succeed, because the attempt was to obtain the land without repaying the money advanced. No doubt if an infant were sued after coming of age for the price of goods he or she could plead infancy; but no such plea would be available in an action of detinue for the goods themselves while in the possession of the infant. There was no case in which an infant had been permitted to repudiate part of a transaction whilst affirming the rest; but there were numerous cases in which infants had been required to choose between repudiating shares which had been allotted to them and accepting them with the liabilities attached, as, for example, *Holmes* v. *Blogg* (8 Taunt. 509), *Valentini* v. *Canali* (38 W. R. 331, 24 Q. B. D. 166), *Cork and Bandon Railway Co.* v. *Cazenove* (10 Q. B. 935), *London and North-Western Railway Co.* v. *M'Michael* (5 Ex. 114). Further, it was contended that the Building Societies Act, 1874 (37 & 38 Vict. c. 42), gave power to infants to become members of building societies, and section 28 of that Act gave them power to give all necessary acquittances. Therefore, taking this with section 21 of the same Act and the rules of the society, an infant was able to execute a mortgage such as that in question in the present case.

JOYCE, J.—The facts of this case are simplicity itself. [His lordship then stated the facts, and proceeded:] It is true that the deeds were executed on different days, but the transaction was in substance one. Ever since I have understood the facts of the case I have thought that it could be decided on the short and simple ground that it is not open to the plaintiff to repudiate one part of the transaction and affirm the rest. In the present case the lady, who has not paid anything at all, is asking to have the property back without repaying the advances made on the security of it. The claim cannot be sustained. I hesitate to decide that an infant can enter into a valid mortgage, but I do hold that the lady is not entitled to repudiate the transaction without repaying the building society's advances. The action is dismissed, with costs to be added to the defendants' security.—COUNSEL, *Badcock*, Q.C., and *E. Ford; Hughes*, Q.C., and *G. B. Freeman.* SOLICITORS, *Boyfus & Boyfus; Peacock & Goddard*, for *Rothera & Son*, Nottingham.

[Reported by J. F. ISELIN, Barrister-at-Law.]

High Court—Queen's Bench Division.

McINTOSH v. SIMPKINS. Div. Court. 3rd Nov.

COMMITTAL ORDER—PROHIBITION—EVIDENCE OF MEANS.

Appeal from an order of Bucknill, J., at chambers granting a writ of prohibition to the county court of Surrey to restrain further proceedings on an order of committal obtained by the appellant against the respondent on a judgment summons. The appellant had obtained judgment for £4 10s. against the respondent, and the latter having failed to pay six instalments of 5s. a month, an order for committal was obtained. On the judgment summons the only evidence of the debtor's means was given by a relative to the effect that he was living in a house of the apparent value of £60 a year, that he was a builder or builder's foreman, and that he employed workmen. Bucknill, J., granted the writ of prohibition on the ground that this was not evidence of means such as could justify the committal, as it was not stated to the court whether or not the judgment debtor was earning more than would be required by him for necessary living expenses. It was not even stated whether he was married and had a wife and family dependent on him.

LAWRANCE, J., said the question was whether the county court judge had sufficient evidence before him of the debtor's means. All that was necessary to justify committal was that a *prima facie* case should be made out. The debtor could have given evidence as to his means, but he was not called as a witness. Willes, J., in the *Mayor, &c., of London* v. *Cox* (L. R. 2 H. L., at p. 283), said: "Where however the defect is not apparent and depends upon some fact in the knowledge of the applicant which he had the opportunity of bringing forward in the court below, and he has thought proper, without excuse, to allow that court to proceed to judgment without setting up the objection . . . the court would decline to interpose, except perhaps upon an irresistible case and an excuse for the delay such as disability, malpractice, or matter newly come to the knowledge of the applicant." In the present case there was nothing of the kind. The writ of prohibition was obtained on the ground of insufficient evidence, and as in his judgment there was sufficient evidence upon which the county court judge could make the order, the rule for prohibition would be discharged.

KENNEDY, J., concurred. Prohibition only lay where there was no jurisdiction. The evidence before the county court judge was sufficient to give him jurisdiction to make the order. Therefore the court could not grant a writ of prohibition. Rule accordingly discharged.—COUNSEL, *Whateley; Cababé.* SOLICITORS, *W. Hood; W. H. Sturt*, Herne Hill.

[Reported by ERSKINE REID, Barrister-at-Law.]

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Wednesday, the 31st day of October, 1900.

Whereas, from the present state of the business before Mr. Justice Byrne, Mr. Justice Farwell, and Mr. Justice Buckley respectively, it is expedient that a portion of the causes assigned to Mr. Justice Byrne, and Mr. Justice Farwell, should for the purpose only of hearing or of trial be transferred to Mr. Justice Buckley. Now I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto, be accordingly transferred from the said Mr. Justice Byrne, and Mr. Justice Farwell, to Mr. Justice Buckley for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the Registrar, and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice BYRNE.

Livesay v Murray	1900	L	570	July 30	
Mourilyan v Remnant	1900	M	1,405	Aug 3	
In re Gowens Godfrey v Gowens	1899	G	1,435	Aug 4	
London Shoe Co ld v Gretton	1900	L	358	Aug 7	
Hardbottle v Glen	1900	H	111	Aug 8	
Wilkinson v Wilkinson	1900	W	1,544	Aug 9	
Weston v Brown	1900	W	2,977	Aug 10	
Weale v Const	1899	W	4,343	Aug 10	
Dougherty v Oates	1900	D	688	Aug 14	
Drucker v Gibson	1900	D	706	Sept 20	

SECOND SCHEDULE.

From Mr. Justice FARWELL.

Mason v Mason	1900	M	658	July 19

Jameson v Boehmer 1899 J 1,916 July 24
In re The Blackpool Motor Car Co ld Hamilton v Blackpool Motor Car Co ld 1899 B 3,665 July 24
Hellyer v Archer Burton 1899 H 2,933 July 24
Threadingham v Harding 1900 T 792 July 25
Verrall v Walker 1900 V 227 July 26
Tolhurst v Collier 1899 T 876 July 30
Mousley v Hilliard 1899 M 3,650 July 31
In re Richards Williams v Richards adjd sumns entered in witness list Aug 1
Lewis v Newton 1900 L 1,442 Aug 1 HALSBURY, C.

LAW SOCIETIES.

LAW ASSOCIATION.

A meeting of the directors was held at the hall of the Incorporated Law Society on Thursday, the 1st inst., Mr. Frederick Foss in the chair. The other directors present were Mr. Daw, Mr. Nisbet, Mr. Peacock, Mr. Sidney Smith, Mr. Ram, and Mr. Vallance. A sum of £115 was distributed in grants of relief. One new member was admitted to the association and other general business transacted.

HUDDERSFIELD INCORPORATED LAW SOCIETY.

The annual meeting of the Huddersfield Incorporated Law Society was held on Wednesday afternoon last. Mr. J. W. Piercy, the president of the past year, occupied the chair.

Mr. Hely Owen, one of the hon. secretaries, read the report, which shewed that three new members had been elected up to the end of the financial year, and one since, making the total number of ordinary members forty-nine and honorary members four.

The President, in moving the adoption of the report, referred to the attacks recently made upon the profession in the press — attacks attributable, no doubt, in some cases, to genuine indignation on account of malpractices disclosed in certain failures of firms of high standing. He said he did not object to criticism, indeed, he rather welcomed it—it was well sometimes to see themselves as others saw them; but it did seem to him that many of the comments had exceeded the limits of fair and reasonable criticism. He admitted there had been, and feared there would always be, dishonest persons in their ranks; but he confidently asserted that they had been and were few, and he was perfectly certain the majority of solicitors were honest men, fair and honourable in all their dealings. Their profession, in his judgment, had no reason to fear comparison with any other profession or calling as regards either character or ability. Whatever they might think of the action of the Incorporated Law Society in the past—and he knew there were some amongst them who felt that more might have been done by the society to purge the profession of its unworthy members—he believed the Council were now fully determined to do everything in their power to maintain the honour and dignity of the profession. The president of the Incorporated Law Society (Mr. Robert Ellett), in his able address at Weymouth a few days ago, quoted statistics which shewed that the number of bankrupt solicitors were now fewer than it had been, and appeared to be steadily decreasing; and he further said that the Council had decided to refuse to renew the certificates of bankrupt solicitors who had not obtained their discharge — a reform, he (Mr. Piercy) might remind them, this society had repeatedly urged; and, further, that the Council had recently declared their determination to support the Public Prosecutor or otherwise to secure the punishment of solicitors guilty of misappropriation. The Huddersfield Society had never hesitated to take action in cases of professional misconduct. No doubt these societies could do a good deal; but, after all, was it not a fact that the honour of the profession was in the keeping of its individual members?

Mr. James Sykes, in seconding the motion, expressed the opinion that all the members would be grateful for the practical address which the president had given them.

The report and financial statement were then adopted.

Mr. F. A. Reed proposed a vote of thanks to the president, treasurer, honorary secretaries, and committee, which was carried.

Mr. J. H. Dransfield proposed that Mr. E. Foster Brook be appointed president for the ensuing year. In reference to the attacks made on the profession, he said he thought the charges made were too gross for them to take the trouble to refute them. He thought they suffered somewhat from not making their position clear. For instance, they often heard people say that land transfer ought to be as simple as the transfer of stock. He did not think lawyers had taken sufficient trouble to explain that the only interest a person could hold in stock was an absolute interest, and that if the public were willing to forego the privilege they enjoyed of making all sorts of fixed charges upon land, necessitating the investigation of title upon every transfer, land could be transferred as easily as stock. People seemed to think that lawyers made the transfer of land difficult; but those charges had nothing to do with the lawyer. He thought that was a point entirely lost sight of, and that the profession might do more by pointing out the mistakes into which the public fall, and that the bad time through which the profession was passing was the result of not explaining their position more fully and clearly.

Mr. J. Crook seconded the proposition, which was passed with acclamation.

Mr. E. Gordon Learoyd proposed, Mr. J. H. Dransfield seconded, and it was resolved, that Mr. Herbert W. Jackson be honorary treasurer.

On the motion of Mr. T. D. Ruddock, seconded by Mr. C. H. Marshall, Messrs. W. H. Wilmshurst and E. G. Learoyd were appointed hon. secretaries. The committee and auditors were also appointed.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

The awards of the Council of Legal Education upon the general examination of students of the Inns of Court, held at Gray's-inn on the 16th, 17th, and 18th of October, are as follows:

FINAL.

Class I.—Richard B. Murphy, Inner Temple; Thomas W. Richardson, Inner Temple.

Class II.—Maulvi S. Ahmed, Gray's-inn; Gordon Crosse, Lincoln's-inn; Harry C. Garsia, Lincoln's-inn; Harold C. Gutteridge, Middle Temple; Nigel S. Lewis, Lincoln's-inn; Macaulay Mort, Inner Temple; Husein Mumtaz, Gray's-inn; Henry A. Niles, Lincoln's-inn; George W. Wilton, Middle Temple.

Class III.—James E. C. Adams, Lincoln's-inn; John E. Allen, Inner Temple; Thomas M. E. Armstrong, Lincoln's-inn; Charles N. Barham, Lincoln's-inn; Edmund C. Bentley, Inner Temple; Patrick J. Blair, Middle Temple; Peter J. Boland, Middle Temple; Hukam Chand, Gray's-inn; Edwin Clements, Middle Temple; Charles N. Curtis, Inner Temple; Walter H. Davies, Middle Temple; Lionel B. Dunn, Inner Temple; Reginald B. Fellows, Middle Temple; William H. E. Fellows, Gray's-inn; Hendrik J. F. Franken, Gray's-inn; Albert W. Grant, Middle Temple; William E. Greaves, Lincoln's-inn; William G. A. Grell, Gray's-inn; John D. Hobson, Middle Temple; Douglas H. Johnston, Inner Temple; John W. Jones, Gray's-inn; William S. Kennedy, Inner Temple; Kazim A. Khan, Middle Temple; Mir A. Khan, Lincoln's-inn; Sidney A. Kyffin, Lincoln's-inn; Syed A. Mahomed, Inner Temple; Vanichand J. Modi, Gray's-inn; Karm Narain, Lincoln's-inn; Charles St. J. W. Nicholson, Inner Temple; Martin O'Connor, Gray's-inn; William Parker, Middle Temple; Thomas T. Poynton, Middle Temple; Leon Renaud, Middle Temple; Suraj B. R. Sawhny, Middle Temple; Dara S. Sethna, Gray's-inn; Walter C. Shankland, Middle Temple; Randolph M. Smyth, Gray's-inn; Arthur H. Taylor, Middle Temple; Christian Wagner, Inner Temple; William H. J. Wegg, Inner Temple; Henry S. Williams, Gray's-inn; Arthur F. Wood, Inner Temple; and Robert D. Workman, Middle Temple.

Seventy-three were examined and 54 passed. Two candidates were postponed until Easter examination, 1901, and one candidate until Trinity examination, 1901.

EVIDENCE, PROCEDURE, AND CRIMINAL LAW.

Class I.—Charles P. Hawkes, Inner Temple; Thomas B. Leigh, Middle Temple; Francis S. Leung, Gray's-inn; William W. Lucas, Inner Temple; Thomas F. R. McDonnell, Inner Temple; Jangamkote K. Rau, Gray's-inn; Subodh C. Roy, Gray's-inn.

Class II.—George H. Allen, Inner Temple; Thomas T. Blyth, Inner Temple; William Burke, Gray's-inn; Robert R. Campbell, Lincoln's-inn; George J. Christian, Gray's-inn; George H. Couch, Middle Temple; Maurice E. Ford, Lincoln's-inn; Edward S. Hart, Inner Temple; John D. Hobson, Middle Temple; William C. A. Landon, Gray's-inn; Gerald Lightfoot, Middle Temple; John P. Lockwood, Inner Temple; William J. Lomax, Inner Temple; William R. Mills, Inner Temple; Richard Nixon, Gray's-inn; William Parker, Middle Temple; John N. A. Phillips, Gray's-inn; Archibald H. Pocock, Lincoln's-inn; John R. Prior, Lincoln's-inn; Michael H. Rafferty, Lincoln's-inn; William A. Robertson, Inner Temple; Syed M. Salih, Lincoln's-inn; Edward J. Sampson, Inner Temple; Walter C. Shankland, Middle Temple; Thomas C. Smith, Lincoln's-inn; Frederic H. Smitton, Lincoln's-inn; Henry Stanley, Gray's-inn; William A. Stephens, Middle Temple; Ganpatrao L. Subhedar, Lincoln's-inn; Daniel D. Thomas, Gray's-inn; Abraham C. G. Wijeyekoon, Gray's-inn.

Class III.—James E. C. Adams, Lincoln's-inn; Hira L. Ahuja, Lincoln's-inn; Ali H. M. Anwer, Gray's-inn; Horace O. C. Beasley, Inner Temple; Frederick W. Brambeer, Inner Temple; James E. J. Brudenell-Bruce, Inner Temple; Elisha A. Cohen, Lincoln's-inn; George S. Croshaw, Inner Temple; Krishnarao B. Divatia, Gray's-inn; Arthur L. Downer, Lincoln's-inn; Lionel B. Dunn, Inner Temple; Faal-i-Hussain, Gray's-inn; Thomas Fentem, Middle Temple; William H. P. Fox, Middle Temple; Montagu A. Harris, Inner Temple; Harry C. Holden, Inner Temple; Campbell B. Hulton, Inner Temple; Syed A. Imam, Lincoln's-inn; Mohammed Ismail, Gray's-inn; Alfred J. Kennedy, Middle Temple; Syed A. M. Khan, Inner Temple; Harold G. C. Marsh, Middle Temple; Alexander E. McLaren, Inner Temple; Clarence G. Moran, Inner Temple; Eugene O. Sullivan, Gray's-inn; Arthur M. Paddon, Middle Temple; Thomas G. F. Palmer, Middle Temple; Raghunath S. Pandit, Lincoln's-inn; Richard O. Roberts, Middle Temple; Sukumar C. Roy, Lincoln's-inn; Thomas E. Rushton, Middle Temple; Alfred R. Sargeant, Inner Temple; Monanwarud D. Sheikh, Middle Temple; Robert Simpson, Middle Temple; Thomas S. Tomlinson, Inner Temple; Reginald H. Walpole, Lincoln's-inn; Reginald J. White, Inner Temple; Charles W. Whitworth, Middle Temple; Augustus A. Williams, Middle Temple; and Roland P. Williams, Gray's-inn.

The special prize for the best examination in Evidence, Procedure, and Criminal Law awarded to Francis S. Leung, Gray's-inn.

Of 104 examined 78 passed. One candidate was postponed until the Easter examination, 1901.

ROMAN LAW.

Class I.—Harold W. Haworth, Inner Temple; Edward D. C. Lake, Lincoln's-inn.

Class II.—Ahsan ul Haq, Lincoln's-inn; David Beggs, Gray's-inn; John S. C. Bridge, Lincoln's-inn; Frederick P. Fausset, Inner Temple; Arthur Hacking, Inner Temple; Syed S. Hasan, Middle Temple; Daniel G. Hemmant, Inner Temple; Edward A. Hume, Lincoln's-inn; Charles H. Thorpe, Inner Temple.

Class III.—James E. C. Adams, Lincoln's-inn; Iltaf Ali, Lincoln's-inn; William J. L. Ambrose, Middle Temple; Archibald C. H. Blakiston, Inner Temple; George F. S. Bowles, Inner Temple; Henry H. Curtis-Bennett, Middle Temple; Llewelyn C. Dalton, Gray's-inn; Mohamed J. Deen, Inner Temple; William Finlay, Middle Temple; John H. Garrett, Middle Temple; Mohamed Y. Gauber-Ali, Gray's-inn; Kehr S. Grewal, Lincoln's-inn; Charles E. M. Hey, Inner Temple; Gilbert H. J. Hurst, Lincoln's-inn; Edwin Hyde, Middle Temple; William T. W. Idris, Gray's-inn; Mohammed Ismail, Gray's-inn; James Keogh, Gray's-inn; Herbert M. Knowles, Gray's-inn; John A. Langston, Inner Temple; Lewis C. Loyd, Inner Temple; Maung Tsain, Middle Temple; Victor G. Milward, Middle Temple; Rudolph Moritz, Lincoln's-inn; John W. Neill, Lincoln's-inn; Gerald C. O'Gorman, Inner Temple; Thomas D. Parsons, Gray's-inn; Asher C. V. Prior, Inner Temple; Lester W. H. Ralph, Middle Temple; Charles O. Remfey, Inner Temple; Charles W. Rorich, Middle Temple; Suboth C. Roy, Gray's-inn; Ralph F. J. Sawyer, Inner Temple; Digby Sayer, Inner Temple; Walter H. N. Secker, Inner Temple; Narendranath Sen, Gray's-inn; Patrick Shee, Lincoln's-inn; John M. Shillington, Inner Temple; John A. Spedding, Inner Temple; Arthur H. Thompson, Lincoln's-inn; Henry T. Thomson, Lincoln's-inn; Harry C. Wallace, Middle Temple; Richard H. Wellington, Middle Temple; Ernest De van Wotton, Middle Temple; David Williams, Middle Temple; and Thomas J. Williams, Gray's-inn.

Of 84 examined 57 passed. Nine candidates were ordered not to be admitted for examination again until the Easter examination, 1901, and one candidate till the Trinity examination, 1901.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

Class I.—Edward G. Peake, Lincoln's-inn; Kenneth R. Swan, Inner Temple.

Class II.—Arthur V. Arrowsmith, Middle Temple; Kasi P. Basu, Gray's-inn; James E. J. Brudenell-Bruce, Inner Temple; Harold C. Gutteridge, Middle Temple; Edward S. Hart, Inner Temple; Gordon Hewart, Inner Temple; Harry B. H. Hylton-Foster, Inner Temple; William C. A. Landon, Gray's-inn; James P. Logan, Gray's-inn; Alexander E. McLaren, Inner Temple; Thomas C. Smith, Lincoln's-inn, George G. Sutton, Middle Temple; Aubrey R. Thomas, Middle Temple.

Class III.—James E. C. Adams, Lincoln's-inn; John C. Adams, Inner Temple; George F. S. Bowles, Inner Temple; Louis F. Bradford, Middle Temple; James R. Bull, Gray's-inn; Robert R. Campbell, Lincoln's-inn; Henry C. Dickens, Inner Temple; Krishnarao B. Divalia, Gray's-inn; Ernest Dunkels, Middle Temple; Lionel B. Dunn, Inner Temple; Charles P. Hawkes, Inner Temple; Harry C. Holden, Inner Temple; Mirza M. Hyder-Beg, Lincoln's-inn; William E. R. Innes, Middle Temple; John H. Irvine, Inner Temple; Robert L. Jones, Inner Temple; George W. H. Knight, Middle Temple; Claude H. P. Lamond, Middle Temple; John A. Langston, Inner Temple; Arthur Lawton, Lincoln's-inn; William J. Lomax, Inner Temple; Artus A. A. Lucas, Middle Temple; Cheppudira T. Machaya, Middle Temple; Tadashige Matsumoto, Middle Temple; Victor G. Milward, Middle Temple; Rudolph Moritz, Lincoln's-inn; Arthur de W. Mulligan, Gray's-inn; Syud Nazeer-Hossin, Lincoln's-inn; William W. Otter-Barry, Inner Temple; Neoptolemus Pascalis, Middle Temple; Walter A. Paynter, Inner Temple; Tom Ramsden, Inner Temple; Syed A. Raza, Middle Temple; Richard O. Roberts, Middle Temple; Syed M. Salih, Lincoln's-inn; Sydney S. Sawrey-Cookson, Inner Temple; Ralph F. J. Sawyer, Inner Temple; Walter C. Shankland, Middle Temple; Lakshmi N. Sharma, Gray's-inn; Thomas Smith, Inner Temple; Donald G. Sutherland, Middle Temple; George R. Taylor, Middle Temple; Henry T. Thomson, Lincoln's-inn; Harold C. Tripp, Middle Temple; Harry C. B. Underdown, Inner Temple; Basil B. Watson, Inner Temple; George Wille, Middle Temple; Cyril Williams, Middle Temple; and Robert W. Wylie, Lincoln's-inn.

Special prize of £50 for the best examination in Constitutional Law and Legal History awarded to and divided between E. G. Peake, Lincoln's-inn, and K. R. Swan, Inner Temple.

Of 94 examined 64 passed. Four candidates were postponed until Easter examination, 1901.

THE WORKMEN'S COMPENSATION ACT, 1897.

(*Continued from p.* 18.)

IV. *The Mode of Assessing Damage Payable under the Act.*—Several cases have been decided as to how the amount of compensation payable under the Act is to be determined. The first schedule of the Act states: "The amount of compensation payable under the Act shall be as follows: 'Where total or partial incapacity for work results from the injury, a weekly payment during the incapacity *after the second week* not exceeding 50 per cent. of his average weekly earnings during the previous twelve months, if he has been so long employed; but if not, then for any less period during which he has been in the employment of the same employer, such weekly payment not to exceed one pound." In the case of *Lyons* v. *Andrew Knowles & Sons (Limited)* (1900, 1 Q. B. 780) it was decided that in order to obtain the benefit of the Act a workman must have been for at least two weeks in the employment of the employer in whose services he has sustained an injury for which he seeks compensation. In that case a miner commenced work on Tuesday, the 18th of July, and was injured on Thursday, the 20th of July, and the county court judge awarded him compensation. This decision was, however, reversed by the Court of Appeal. Lord Justice Smith, in his judgment, said: "We may confine the point for our decision to the single question whether a man who works for his employer on one day only, and is injured while working, is within the Act. A very able argument has been addressed to us, and we have been pressed with the difficulty why such a man should not be within the Act; but as I have said before, it is impossible to give a satisfactory answer to that question, and we can only say whether on the true construction of the language of the Act the respondent comes within it. Construing the Act as we think it should be construed, we have in one case been compelled to hold that a painter painting a house by means of a ladder was not within the Act; whereas a workman employed by a builder on a house over thirty feet high which is being constructed by means of a scaffolding is clearly within it. But why one man should be included within the Act and the other should be outside it, it is impossible to say. If a man has worked for two weeks, the question of the amount of compensation is quite clear, for the earnings of these two weeks can be averaged. If he has not worked so long, then to hold that he was within the Act would give no signification to the expression 'average weekly earnings.' If a man receives 6s. for one day's work there is nothing with which the money earned on that day can be averaged. In my opinion a workman does not come within the Act unless he has been for two weeks in the employment of the employer in whose service he was injured; if he has been that time, the schedule can be applied and the compensation to which he is entitled becomes capable of being calculated." To put the effect of this decision somewhat quaintly, like the dog which can have his first bite, so the master can have his first two weeks. The insurance companies, however, for a slightly increased premium will cover injuries during the first two weeks. In another case, *Irons* v. *Davis & Timmins (Limited)* (1899, Q. B. 330, 68 L. J. Q. B. 673), a workman who lost his thumb in consequence of an accident was received back after the accident into the employment of the same employer, at the same rate of wages as before the accident, though he was not put to the same kind of work. The county court judge awarded him 2s. 6d. a week from the time when he resumed work after the accident. It was held that as the wages after the accident were the same as those before, there was no power at that time to award any weekly payment in respect of the period after the workman resumed work. In another case, *Chandler* v. *Smith* (1899, 2 Q. B. 506, 68 L. J. Q. B. 909), the man worked as a foreman in the employ of the respondents, who were carpet manufacturers. His main work consisted in supervision, but he also frequently used to set up and adjust the machines. While adjusting a machine he received an injury to his thumb, which had to be amputated. He returned to his work the next day, but after the accident he was unable to set up or adjust the machines, and his work was confined to supervision. He received the same wages after the accident as before. Held that he was disabled for two weeks from earning full wages at the work at which he was employed, also that the proper course was to make a declaration of liability, and to adjourn the question of the amount and duration of compensation.

V. *Points of Procedure.*—With reference to the points of procedure, the Court of Appeal have held that the rule that the poverty of the appellant is a ground for ordering security to be given for the costs of the appeal extends to appeals under the Workmen's Compensation Act. A county court judge has decided that the compensation awarded cannot be enforced by committal under judgment summons. This point is now before the Court of Appeal. The most important case on the question of procedure is, however, *Powell* v. *Maine Colliery Co.* This appeal went to the House of Lords, and it is quoted in the House of Lords Reports Appeal Cases, 1900, 366, and the head-note to the case is as follows: "By section 2, sub-section 1, of the Workmen's Compensation Act, 1897, proceedings for the recovery under the Act of compensation for an injury shall not be maintainable unless notice of the accident has been given as soon as practicable, and unless the claim for compensation with respect to such accident has been made within six months from the occurrence of the accident causing the injury. 'Claim for compensation' means, not the initiation of proceedings before the tribunal by which the compensation is to be assessed, but a notice of claim for compensation sent to the workman's employer. Therefore, where a workman who had been injured in the course of his employment sent to his employers within six months a notice of the accident, and also a notice stating that he claimed a certain amount as compensation for the injury. More than six months after the accident he filed a request for arbitration in the county court. It was held by the House of Lords, reversing the decision of the Court of Appeal, that the proceedings were in time." This decision has no doubt saved a considerable amount of litigation, otherwise every person injured must have commenced proceedings within six months after the occurrence of the accident, whether he had sustained immediate damage or not; whereas now, by simply lodging a claim, he appears to be entitled to commence his action at any time. A curious point arises in consequence of this decision. Assuming the injured man gives notice of the injury and claims a specific sum, this has been decided by the House of Lords to be "the claim" required to be delivered within six months from the occurrence of the accident. Can the injured man then take his proceedings at any time? Is there any statutory limitation with reference to an injury arising from an accident? Of course damages for a mere accident were not recoverable prior to the passing of this Act, and therefore the question arises whether proceedings to recover damages for an accident within the Act is covered by the limitation of time provided by the 16th of James I., which is only applicable to actions of trespass, *quare clausum fregit*, actions of detinue, actions upon

the case, for assault, menace, battery, wounding, and imprisonment, in respect of which provisions are made within which actions shall be commenced varying from six years to two years. But does this statute or any other statute apply to proceedings to recover damages for an accident? Under the Employers' Liability Act, 1880, there is a provision that if the injury is not a fatal one *the action* must be commenced within six months from the occurrence of the accident, but if the injury results in death proceedings must be commenced within twelve months from the time of death. There seems to be no provision of this character in the Workmen's Compensation Act, 1897. Probably by section 2, which provides that *the claim* for compensation must be made within six months from the occurrence of the accident, or in case of death within six months from the time of death, it was intended to effect the limitation of time; but the House of Lords has now decided that the words "claim for compensation" mean only the lodging of the claim and not the institution of proceedings. This view is supported by Lord Morris in *Powell* v. *Maine Colliery Co.*, before cited. Lord Morris differed from the other Law Lords as to the meaning of the word "claim" for compensation. He then goes on to say: "Now if these words 'the claim' are satisfied by the workman merely serving a notice on the employer that he claims a certain amount as compensation and he does not proceed to give seisin to any tribunal of his claim to be disposed of according to law, it follows that it remains open for any period of time, that the claim remains hanging over the employer with a right to the workman to take proceedings against him to the most remote period of time, not even limited by the Statute of Limitations." We have, therefore, this curious result, that claims once made under the Act within six months may actually be proceeded upon twenty years afterwards, as it seems certain that no Statute of Limitations applies to this statutory right to recover compensation for an accident, a right hitherto unknown in this country. Cases will occur in which this right will be valuable. Pending the decision of the House of Lords, I was instructed on behalf of a client, who in consequence of an injury received was obliged to suffer amputation of his great toe. On his recovering he got other work at equal wages to the period before the accident. The medical evidence, however, was that with the loss of the toe there was less spring in the foot, and that he could not mount a ladder as conveniently as before. The county court judge made a declaration of liability and adjourned the question of compensation until some damage by loss of wages could be proved. If in ten years' time loss could be proved, attributable to the injury sustained, a weekly payment would be awarded; if, however, the employer was insured at the time of the accident, but not at the time of the award of damage, would the insurance company be liable?

I cannot, in a paper, quote or refer to other important decisions and points of practice, as time forbids. I summarize the result of my research with the following conclusions:

(1) Considering the Act to be a novelty in legislation, it has so far worked very satisfactorily, with a minimum of litigation, and has not proved to be a serious financial burden.

(2) It has a general tendency to prevent pauperism, and therefore should diminish the poor rate, for in many cases the workman who is totally disabled would without the Act have been obliged to go on the parish. To this extent it is a saving to every ratepayer.

(3) The insurance companies have adopted a liberal attitude in the matter of premiums and liability, which has been attended with satisfactory results.

(4) To the legal mind the great feature is the right to recover for a mere "accident" which is not barred by any Statute of Limitations.

(5) To the honest disabled workman, who hates the workhouse, it has been a ray of light and joy, it has wiped away many tears of sorrow; it has "left more smiles behind." Like Kingsley's "Christmas Day" it has brought the distress and sufferings of our toilers right to our very doors, and teaches us the lesson—

> What 'tis to be a man: to curb and spurn
> The tyrant in us; that ignobler self
> Which boasts, not loathes, its likeness to the brute,
> And owns no good save ease, no ill save pain,
> No purpose save its share in that wild war
> In which, through countless ages, living things
> Compete in internecine greed.
> * * * * * *
> What 'tis to be a man: to give, not take;
> To serve, not rule; to nourish, not devour;
> To help, not crush; if need to die, not live.

THE CHARGES AGAINST MR. B. G. LAKE.

On Wednesday Mr. Benjamin Greene Lake was charged on remand, at the Bow-street police-court with diverting to his own use on the 7th of July, 1898, £500, which he held as trustee; further with converting to his own use, on the 25th of November, 1889, with intent to defraud, two deposit notes for £1,600 and £1,100 respectively, which had been entrusted to his safe custody. Mr. Horace Avory (instructed by Mr. Williamson, of the Treasury) appeared on behalf of the Director of Public Prosecutions; Mr. H. C. Richards, Q.C., and Mr. Arthur Gill (instructed by the Hon. Charles Russell) defended. We condense the following report of the proceedings from the *Times*: Mr. Avory, after referring to the bankruptcy proceedings, said: The first charge against the defendant was for appropriating £500, the moneys of a trust created under the will of a Mrs. Else; and the second charge was that on the 25th of November he, being then entrusted as a solicitor with two bankers' deposit notes for the sums of £1,100 and £1,600 respectively belonging to the estate of a Mr. Hopkins, of which George Edward Lake was a trustee, appropriated the notes to his own use or to the use of the firm. With regard to the first charge, the defendant was appointed a trustee under the will of Mrs. Else, who died in 1876, and since 1885 he had been the sole trustee under that will. The books of the firm shewed that in October, 1892, a sum of £1,000, which had been invested on mortgage, belonging to that estate was paid off, and was paid into the account of the firm at Child's Bank. On the 25th of October, 1892, £500 of that money was re-invested in another mortgage, thus leaving a balance of £500 uninvested. On the 13th of January, 1893, another sum of £500 belonging to the estate which had been invested was paid off, and paid into the account of the firm at Child's Bank. These two sums of £500 appeared to have remained uninvested until the 7th of July, 1898, when the defendant appropriated £500 in order to pay a debt of £500 with interest due from him to the children of one John Lake in some other trust matter. In the books of the firm that amount was treated as an advance to the defendant. That, continued Mr. Avory, was a clear case of misappropriation of trust money. As to the second case, he said that in 1890 George Edward Lake was appointed a trustee under the will of a Mr. Hopkins, and the firm of Lake & Lake acted throughout as solicitors for the trust. In the year 1899 two sums of £1,600 and £1,100 belonging to the trust were paid off and received by the firm, and were deposited in the Knightsbridge branch of the London and County Bank, the £1,100 on the 26th of August, 1899, and the £1,600 on the 1st of September, 1899. In each instance, at the request of George Edward Lake, the deposit notes were marked with the name of Hopkins. On the 25th of November, 1899, George Edward Lake being in Berlin and probably dead, the defendant sent the two deposit notes to the London and County Bank, with a letter requesting them to transfer the proceeds to the use of the firm of Lake & Lake at Child's Bank. Had that not been done the account of the firm would have been overdrawn. Between that date and the 28th of November the defendant had drawn several large cheques which he was compelled to draw at that time. There was therefore no doubt that that money was used for the purpose of feeding the firm's account and preventing it from being overdrawn. The following letter from the defendant to Mrs. Hopkins, one of the beneficiaries of the estate, was then put in: "Feb. 19, 1900. Dear Mrs. Hopkins,—I am obliged to write you a letter which will cause you as much pain to read as it does me to write. In any case, there is also much humiliation. When my cousin George E. Lake died I had no reason to have any other than feelings of very great grief. But letters to him which I had to look through soon put me in possession of a wholly unexpected state of things, with which I need, perhaps, not at this moment trouble you; and a few days later, just as I was about to sign partnership articles with my son, and only just in time to save him, I found that the accounts of the firm, which were exclusively under my cousin's control, were grievously wrong and shewed a great deficiency. The deficiency turns out to be so large as to leave me no alternative but to communicate with the clients (almost all of whom were clients of his) and ask for their assistance and forbearance. The result is to shew that a very large amount of money was in my cousin's hands and has been misapplied. The statement of accounts is as follows: Marriage settlement funds, £608 13s.; Mr. John Hopkins's will funds, £3,427 9s. 11d.; settled estates, £11,472 1s. 1d.; total £15,508 4s. Of course for this I am personally liable to you and your family, and though I heard nothing of the transactions I am bound by the acts of my partner. If I am unable to make arrangements with our clients and friends there is no alternative but to declare myself bankrupt and to shew that no moral blame—though very heavy liability—rests upon me. In that case I am afraid that the dividend must be very small. My cousin's estate is quite insolvent; but his father is prepared, if I can be released so as to continue in practice, to take upon himself a large amount of the liability. I hope you, after consulting with your son and daughters, will feel able, as several clients have done, to give time and release me from personal liability as being the most likely way to recover part, if not all, of your money. I am doing a very large business, and if my life is spared, and clients' confidence is continued, I shall reconstitute the firm, and there should after the first year be money available for division. . . ." The substance of the letter, continued Mr. Avory, had been repeated by the defendant on his bankruptcy. He did not, at this stage, desire to say more about it than that it was an attempt to put upon a dead man the whole blame for transactions of which it was impossible to believe that the defendant could have been ignorant. In the case of Mrs. Else's trust the defendant was the sole trustee of that money, and it was he himself who appropriated the £500 to his own purposes and not to the purposes of the firm. In the case of the Hopkins trust there was the fact that, at the time when his cousin was at Berlin in such a state that he subsequently died, the defendant was with his own hands appropriating those two deposit notes. The Rev. Alexander Henry Hopkins, of Titmarsh Rectory, Titmarsh, Berkshire, said that he and his three sisters were the beneficiaries under the will of John Hopkins, his grandfather, who died on the 14th of July, 1877. He was appointed one of the trustees, and George Edward Lake and John Martin Routh were his co-trustees. Lake & Lake were the solicitors to the trust, also to the settled estates under his grandfather's will, and to a trust under the marriage settlement of his mother. The witness wrote to the defendant's firm in 1899 suggesting that it was time a settlement was arrived at. George Edward Lake then returned him £200 on account, and the defendant subsequently forwarded him a like amount, together with a letter in which he said that, owing to the death of his cousin, it would take some time to settle his accounts. Applications had since been made for a statement of accounts, but the matter was always put off. Witness made a complaint to the Law Society, but he did not receive any answer. Evidence in support of counsel's opening was also given by Miss Ella Jane Clara Hopkins, Miss Hilda Cecilia Elizabeth Hopkins, Mr. Arthur Henry Haine (Marson, Son, & Haine), solicitors, of Southwark-bridge-road, and other persons. The accused was remanded on bail in two sureties of £2,000, or three in £1,500, with notice to the police.

LEGAL NEWS.

OBITUARY.

We regret to announce the death on Tuesday of Mr. Arthur Henry Lock, solicitor, of Dorchester. He fell dead in the street while on his way from the office of the Dorchester Gas Co. (of which he was chairman) to his own office. Mr. Lock was articled to his father, and was admitted in 1867. On his father's death he succeeded him in the various public appointments which he had discharged. He was clerk to the board of guardians, clerk to the Dorchester Rural District Council, clerk to the school attendance committee, clerk to the assessment committee, and clerk to the Dorchester Burial Board, and among his minor appointments he was superintendent registrar of births, marriages, and deaths, solicitor to the Dorset and District Economic Building Society, and chairman of the gas company. He was twice Mayor of Dorchester, and in 1898 was elected an alderman. He was a staunch Churchman and a distinguished Freemason. On taking his seat at the Dorchester County Court on Wednesday, his Honour Judge Philbrick, Q.C., before commencing the business of the court, said the very sad news of the death of Mr. Lock, an old and respected practitioner in the town, and a gentleman who often appeared in that court, had been conveyed to him. He was sure he need not express the sorrow with which everyone must have heard the intelligence, nor the regret they felt at the loss of a gentleman so widely respected. Mr. H. A. Huxtable said, speaking for the solicitors present, they respectfully desired to associate themselves, as far as they possibly could, with the words that had fallen from his honour. On behalf of his brethren, he desired to say they had always found the late Mr. Lock in every dealing they had had with him the soul of honour, urbanity, and courtesy in every way. Mr. A. G. Symonds said he concurred with every word that had fallen from Mr. Huxtable. On Wednesday, a coroner's inquest was held, and on opening it the coroner said that the late Mr. Arthur Lock bore a name which had entered in no small degree into the history of the borough of Dorchester, and by no act of his did he at any time do anything that would tarnish the honour of that name. He had lived all his life among the people of Dorchester, and had given a large amount of his time to public duty and the furtherance of the interests in every way of the town of Dorchester. As a most earnest and zealous Churchman, as a man who had been twice mayor of this borough and some years an alderman, as one who had worked indefatigably on the hospital committee, and as a solicitor who handed down with untarnished reputation the practice he received from his father and grandfather, and in the exercise of which profession he had gained the esteem and respect of a very large body of clients, the late Mr. Arthur Lock has been intimately connected during the last thirty years with all the social and civil and political history of this district; and, continued the coroner, I am sure that I can conscientiously say, without fear of cavil or contradiction, that the whole of South Dorset is perceptibly poorer by his death. Mr. Lock was a brother of Mr. B. Fossett Lock, of the Chancery bar, and of the Warden of Keble College.

APPOINTMENTS.

Mr. P. Ogden Lawrence, Q.C., has been elected a Bencher of Lincoln's-inn in succession to the late Lord Russell of Killowen.

Mr. Justice Mathew has been elected Treasurer of Lincoln's-inn for the ensuing year, in succession to Mr. Justice Lawrance.

CHANGES IN PARTNERSHIP.

Dissolutions.

John Alfred Percy Ingoldby and Henry John Adkin, solicitors (Ingoldby & Adkin), 4, Frederick's-place, Old Jewry, London. Oct. 31.

Thomas England, James Clarkson, and George Dyson Buckley, solicitors (England & Co.), Halifax and Elland. Oct. 29. The business will be carried on by the said James Clarkson and George Dyson Buckley under the same style. [*Gazette*, Nov. 2.

GENERAL.

The judges have fixed Saturday, the 17th inst., for hearing appeals against the decisions of revising barristers at the recent revision of the lists of Parliamentary voters.

The following notice was posted on the doors of Mr. Justice Buckley's court on Monday morning: "In consequence of indisposition his lordship will not sit to-day. A day's notice will be given when his lorship is able to resume his sittings." The learned judge is understood to be suffering from quinsy.

At Bow-street police-court on Monday, Julian Tregenna Biddulph Arnold, a solicitor, formerly of 37, Lincoln's-inn-fields, was brought up on four warrants, charging him with (1) appropriating to his own use and benefit, with intent to defraud, £3,780, trust money bequeathed by the late C. W. Buck, florist, of Covent-garden, held on behalf of Mrs. Jessie Buck, the testator's daughter-in-law; (2) misappropriating £933 4s. 11d., the moneys of a trust created under the will of Mr. Harrop Swain; (3) misappropriating £3,638, bequeathed by the late Thomas John Domville Taylor to his wife; and (4) misappropriating £6,391, the moneys of a trust created under the will of the late Mr. William Sims, a retired fruiterer. A remand till Friday was ordered.

The Lord Chief Justice presided, on the 1st inst., at a lecture delivered before the Solicitors' Managing Clerks' Association by Mr. C. A. Russell, Q.C., on the law of principal and agent. In moving a vote of thanks to the lecturer, the Lord Chief Justice said that all who were engaged in the study of law, from the humblest office boy to those who by good luck or their own exertions had been placed in higher positions, were apt to find in the present day that their lives were attempted to be lived at too rapid a rate. Business had to be conducted with much greater rapidity and with much less opportunity for careful consideration, and the result was that opportunities for acquiring knowledge of broad general principles of law were rarer than they used to be and much more difficult to obtain. The longer he lived and the more he knew, the greater value he saw in the scientific study of law as distinguished from cramming up for the time some legal principles which it was desired to apply to a particular case. He was aware that for the purpose of the conduct or preparation of any particular case, whether they were acting for plaintiff or defendant or advising some client, it would be necessary frequently and generally to make themselves acquainted with the developments of legal principles and to find out what had been the most recent decisions; nobody who understood his business would be so foolish as to think that he could, consistently with the proper management of an active practice, carry in his mind all the developments and refinements of the various legal questions that were presented to him. Therefore, in order to their being equipped to deal with complicated and concrete cases as they arose, it was extremely important that they should endeavour to improve their minds by the scientific study of the broader leading principles of the law.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Nov. 12	Mr. Jackson	Mr. Greswell	Mr. Pugh
Tuesday „ 13	Pemberton	Church	Beal
Wednesday „ 14	Jackson	Greswell	Pugh
Thursday „ 15	Pemberton	Church	Beal
Friday „ 16	Jackson	Greswell	Pugh
Saturday „ 17	Pemberton	Church	Beal

Date.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.
Monday, Nov. 12	Mr. Lavie	Mr. Farmer	Mr. Godfrey	Mr. Leach
Tuesday „ 13	Carrington	King	Leach	Godfrey
Wednesday „ 14	Lavie	Farmer	Godfrey	King
Thursday „ 15	Carrington	King	Leach	Farmer
Friday „ 16	Lavie	Farmer	Godfrey	Church
Saturday „ 17	Carrington	King	Leach	Greswell

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Nov. 13.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2:—City of London: Important Freehold Property, in a fine position opposite the junction of Fenchurch-street with Leadenhall-street; let at £620 per annum. Solicitors, Messrs. Guedalla & Cross, London.—Shoreditch High-street and Whitechapel: Block of Shops and Business Premises and Ten Warehouses; all let at rentals amounting to £1,488 per annum. Solicitors, Messrs. Boulton, Sons, & Sandeman, London.—Bayswater: Freehold House, about three minutes' walk from Notting-hill Gate Stations on the Central London and District Railways; let at £110 per annum. Solicitors, Messrs. Guedalla & Cross, London.—Bayswater: Freehold Property and Building Site, covering an area of more than 16,000 square feet, near to Kensington-gardens. Solicitors, Messrs. Fladgate & Co., London. (See advertisements, Nov. 3, p. 23.)

Nov. 14.—Messrs. Edwin Fox & Boursfield, at the Mart, at 2:—Freehold Ground-rents, amounting to £174 15s. per annum, secured upon property in Finchley and Crouch End; value about £990 per annum. Solicitors, Messrs. F. W. & H. Hilbery, London.—Kensington: Freehold (2 acres): The unique Freehold Estate, comprising York House and Maitland House, with frontage to Church-street, and extensive grounds running back to Kensington Palace-gardens. The extent of the land is over two acres. Solicitors, Messrs. Dawes & Sons and Messrs. McDiarmid & Hill, London. (See advertisements, Oct. 27, p. 3.)

Nov. 14.—Messrs. Douglas Young & Co., at the Mart, at 2:—Catford: Freehold Building Estate, known as the Catford Sports Ground, covering an area of about 9a. 2r. 26p. Solicitors, Messrs. J. N. Mason & Co., London.—South Kensington: Modern Block of Residential Flats, known as Queen's-gate; estimated rental £2,665 per annum. Solicitors, Messrs. Ford, Lloyd, Bartlett, & Michelmore, London.—Old Kent-road: Four Freehold Shops and Dwelling-houses, let respectively at £55, £55, £50, £45; stables at rear. Solicitors, Messrs. Pritchard, Englefield, & Co., London.—Barking: Freehold Property, comprising the Winning Horse, New-road; a Shop and Messuage and 34 Freehold Weekly Houses, and extensive Wharf and premises; together of the total rental value of £647 per annum. Solicitor, W. B. Styer, Esq., London.—Clapham: 21, Cheisham-road; rental £50. Solicitor, H. Chamberlin, Esq., Great Yarmouth.—South Norwood: 16, Selby-road, producing £61 2s. per annum. Solicitors, Messrs. Todd, Dennes, & Lamb, London.—Anerley: 3, Cambridge-road, let at £34. Solicitor, H. N. Grenside, London. (See advertisement, Nov. 3, p. 24.)

Nov. 15.—Messrs. Farebrother, Ellis, Egerton, Breach, Galsworthy, & Co., at the Mart, at 2:—City of London and Finsbury-park: Mills' Coffee-house, facing the Law Courts, between Carey-street and Temple-bar; let on lease at £240 per annum. Also, Freehold Ground-rents of £28 per annum, secured upon four houses, having a rack-rental of about £170 per annum; in Lots. Solicitors, Messrs. Hopwood, Stroughill, & Hopwood, London. (See advertisement, Nov. 3, p. 22.)

Nov. 15.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:

REVERSIONS:

To One-seventh of a Trust Fund of £7,000; lady aged 86; with policy. Solicitors, Messrs. Langham, London.

To Freehold Properties in Devonshire, producing £49 per annum; lady aged 64. Solicitor, G. Jolly, Esq., London.

To One-fourth of a Trust Fund, value £34,782, of Stock, Shares, &c.; lady aged 65; with policies. Solicitor, G. J. Fowler, Esq., London.

To £3,670 India 3½ per Cent. Stock; lady aged 62; with policy. Solicitors, Messrs. Langham, Son, & Douglas, London and Hastings.

POLICIES:

For £6,000.

For £5,000. Solicitors, Messrs. Batesons, Warr, & Wimshurst, Liverpool.

For £5,000. Solicitors, Bloomer, Currie, & Damian, London.

For £3,000, £2,000. Solicitors, Messrs. Warren, Murton, & Miller, London.

For £1,500. Solicitors, Messrs. Slater, Heelis, & Co., Manchester.

For £1,250. Solicitors, Messrs. Keay, Stokes, & White, Chippenham.

(See advertisements, this week, back page.)

Nov. 15.—Messrs. C. C. & T. Moore, at the Mart, at 2:—Acton (West): Leasehold Houses and Shops, let at £36 per annum; Grocer's Shop, let on lease at £35. Peckham: Dwelling-houses, let at £96 4s. per annum and £118 16s. per annum. East Dulwich: Leasehold Villa, value £22 per annum. Poplar: Leasehold Dwelling-

houses, let at £85 16s. per annum. Solicitor, E. J. Marsh, Esq., London.—Whitechapel: Extensive Leasehold Property, comprising a two-floor factory, a warehouse, stabling for twenty horses, and further accommodation; term 17½ years, at £210 per annum. Solicitors, Messrs. Hewitt & Chapman, London.—Stepney: Freehold Property, suitable for a warehouse or factory. Solicitors, Messrs. Faithfull & Owen, London.—Ilford: Plot of Freehold Building Land, having an area of 37,000 square feet. Stratford: Long Leasehold Dwelling-houses, let at 12s. each. Solicitors, Messrs. Hillearys, London. (See advertisements, Nov. 3, p. 24.)

Nov. 15.—Messrs. Stimson & Sons, at the Mart, at 2: Weekly properties at Peckham, between High-street and the Old Kent-road, and near the omnibus route to the City). Solicitors, Messrs. C. & E. Woodroffe, London.—Kennington-road: Copyhold Property, comprising two semi-detached Residences, leased at £108 per annum. Brixton (in separate Lots): Two Residences near the main road, let at £63 per annum. Solicitors, Messrs. Lee & Pembertons, London.—Lambeth: Freehold Shop Property; rental value £300 per annum. Solicitors, Messrs. Poole & Robinson, London. (See advertisements, Nov. 3, p. 24.)

WINDING UP NOTICES.

London Gazette.—Friday, Nov. 2.

JOINT STOCK COMPANIES.

Limited in Chancery.

Alexanders Timber Co, Limited.—Petn for winding up, presented Oct 31, directed to be heard on Nov 14. Crump & Son, 10, Philpot lane, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 8

Batley Syndicate, Limited—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to G. G. Walker

Esmeralda, Limited—Creditors are required, on or before Tuesday, Dec 4, to send their names and addresses, and the particulars of their debts or claims, to John Mather, 8, King st, Manchester. Sheffield & Co, 23, St Swithin's lane, solors for liquidators

"Franklin" Steamship Co, Limited (in Liquidation)—Creditors are required to send, on or before Nov 16, their names and addresses, and the particulars of their debts or claims, to Arthur Holland, John Heaton Hield, and Charles Frederick Holland, 2, East India avenue

Glevum Bakery, Limited—Creditors are required, on or before Dec 1, to send their names and addresses, and the detailed particulars of their debts or claims, to Frederick White, King st, Gloucester. Treasure, Gloucester, solor for liquidator

Holdfast Nut Lock Syndicate, Limited—Petn for winding up, presented Oct 29, directed to be heard on Nov 14. Simpson & Bowen, 2, Princes st, Bank, for Whitelock, Birmingham, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 13

John Calabrese & Co, Limited—Petn for winding up, presented Oct 31, directed to be heard before Wright, J., on Nov 14. Woodbridge, 23, Surrey st, Strand, solor to petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 13

Newport (Salop) Dairy Co, Limited—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to William Wright Derington, Hurlstone, Newport

Reform Club, Wrexham, Limited—Creditors are required, on or before Nov 17, to send their names and addresses, and the particulars of their debts or claims, to Edward Hughes, Glyndwr, Bersham rd, Wrexham. Kendrick, Wrexham, solor to liquidator

Southport Pavilion and Winter Gardens Co, Limited—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Henry Crane, c.o. Davies & Crane, 211, Lord st, Southport. Threlfall, Southport, solor to liquidators

Steamship "Alma" Co, Limited (in Liquidation)—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Samuel Renny, Jocks Lodge, Arbroath. Bolam & Co, Sunderland, solors to liquidator

Thomas Crossley & Co, Limited—Creditors are required, on or before Saturday, Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Henry Oliver, Prudential bldgs, Park row, Leeds. Ford & Warren, Leeds, solors to liquidators

London Gazette.—Tuesday, Nov. 6.

JOINT STOCK COMPANIES.

Limited in Chancery.

Associated Rhodesian Gold Estates, Limited—Petn for winding up, presented Nov 2, directed to be heard on Wednesday, Nov 14. Foss & Co, 5, Fenchurch st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 13

Compagnie Charbonnière de Pinkafö (Hongrie), Limited—Petn for winding up, presented Nov 1, directed to be heard on Nov 14. Denton & Co, 15, Gray's-inn sq, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 13

Coorg Tea Syndicate, Limited—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Ernest Wallis, 138, Winchester House, Old Broad st. Stibbard & Co, 21, Leadenhall st, solors to liquidator

Emerald (Reward) Gold Mining Co, Limited (in Liquidation)—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to J. Jameson Truran, 184, Gresham House, Old Broad st

Gould & Mackenzie, Limited—Creditors are required, on or before Dec 2, to send their names and addresses, and the particulars of their debts or claims, to Harold Walters, 15, George st, Mansion House. Russell & Arnholz, 17, Gt Winchester st, solors to liquidator

Grays Golden Crown, Limited—Petn for winding up, presented Nov 1, directed to be heard on Wednesday, Nov 14. Sutton & Co, 3 and 4, Gt Winchester st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 13

Linoleum Tile Co, Limited—Creditors are required, on or before Dec 6, to send their names and addresses, and the particulars of their debts and claims, to Joseph Hands, 22, Stoke Newington rd

London Portland Cement Co, Limited (in Liquidation)—Creditors are required, on or before Dec 17, to send in their names and addresses, and the particulars of their debts or claims, to Frederic Samuel Warburg and Stuart James Hogg, 18, St Swithin's lane. Renshaw & Co, solors for liquidators

Pratt, Limited—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Charles George Kistner, 134, Fenchurch st Jenkins & Co, 134, Fenchurch st, solors for liquidator

William Cole, Limited—Creditors are required, on or before Dec 18, to send their names and addresses, and the particulars of their debts or claims, to Harry Hackett, Athenæum chmbrs, Temple row, Birmingham. O'Connor, Birmingham, solor for liquidator

FRIENDLY SOCIETIES DISSOLVED.

Hemsworth Old Brass Band, Band Room, King's Head Inn, Hemsworth, Wakefield, Yorks. Oct 31

Loyal Prince of Wales Lodge, Branch of the Blaenavon and Pontypool District of Grand United Order of Oddfellows Society, Prince of Wales Inn, Dowlais, Glam. Oct 30

Ovingham Friendly Society, New Inn, Ovingham, Northumberland. Oct 30

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Friday, Nov. 2.

Hamilton, Francis, Lostock, nr Bolton, Gent Nov 30 Holland v Ormrod and Hamilton v Hamilton, Kekewich, J Hamer, Bolton

Holden, Henry, Clewer, Windsor, Esq Nov 30 Stephens v Wilkins, Stirling, J Richards, Lincoln's inn fields

Smith, John, and Mary Ann Smith, Newcomen rd, Battersea Dec 4 Smith v Castle, Byrne, J Nichols, Sisters avenue, Lavender hill

London Gazette.—Tuesday, Nov 6.

Sillifant, Reginald Francis, Esq, Hounslow Barracks Dec 4 Poste v Sillifant, Farwell, J Harris, Exeter

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, Nov. 2.

Allin, Thomas Charles, South Kensington Nov 13 Clowes & Co, King's Bench walk, Temple

Anderson, William Bong, Manchester, Merchant Dec 1 Boote & Co, Manchester

Andrews, Thomas William Cox, and George Bruford Andrews, Norwich, Chemists Dec 15 Sadd & Bacon, Norwich

Austin, George, Borough High st, Southwark, Tobacco Manufacturer Dec 1 Hogan & Hughes, Martin's ln

Bassett, William, Streatham, Builder Nov 30 Matthews, Southwark st, Southwark

Betts, George William, Brampton, Huntingdon, Butcher Dec 17 Hunnybun & Sons, Huntingdon

Bonsall, Walter, Ilkeston, Derby Dec 15 Thurman & Co, Ilkeston

Brown, John, Grange over Sands, Lancs Dec 12 Gatey, Ambleside

Campbell, Daniel, Liverpool, Solicitor's Clerk Dec 3 Monkhouse, Liverpool

Cary, Hannah Beaven, Brighton Dec 7 Clark & Cane, Brighton

Davis, Dinah, Newcastle upon Tyne Nov 27 Bernstone, Newcastle upon Tyne

Delph, Harriet, Norwich Dec 15 Sadd & Bacon, Norwich

DeRitter, George Samuel, Lee, Kent, Engineer Nov 30 Haslip, Martin's ln

Dow, Emily Adelaide, Bayswater Dec 3 Welman & Sons, Westbourne grove

Dow, Evelina Harriet, Ealing Dec 3 Welman & Sons, Westbourne grove

Evans, Charles, Croydon, Surrey Nov 30 Hogan & Hughes, Martin's ln

Froggatt, Samuel, Lenton, Notts, Yarn Agent Dec 22 Watson & Co, Nottingham

Hague, Charles, Oldham Dec 10 Mills, Oldham

Harper, Augusta, Burton, Latimer, Northampton Dec 17 Watson & Son, Lutterworth

Holden-Hambrough, Oscar William, JP, DL, Kettering, Northampton Dec 10 Fishers, Essex st

Horn, George, Lincoln, Farmer Jan 1 Allisons & Allisons, Louth, Lincs

Hoyland, Godfrey Mainwaring, Wandsworth Dec 18 Ince & Co, Fenchurch st

Hunt, Georgiana, Knightsbridge Dec 7 Coode & Co, Bedford row

Lee, John, Chester, Maltster Dec 10 Davies & Co, Warrington

Leigh, Alice, Bolton Dec 1 J & W Balshaw, Bolton

Leroy, William, Lymington, Southampton, Decorator Nov 20 Heppenstall & Edmonds, Lymington

Macausland, Martha, Garvagh, Ireland Nov 30 Ravenscroft & Co, John st, Bedford row

Mee, Mary Anne, Wardour st Nov 13 Hands, Lincoln's inn fields

Murphy, James Henry, York Jan 1 Cobb & Son, York

Nesham, Thomas Pebbe Williams, Rear Admiral in H M Royal Navy Nov 15 Bulteel & Rowe, Plymouth

Northrop, Ellen, Huddersfield, Grocer Nov 16 Armitage & Co, Huddersfield

Pole, Rev Watson Bullee van Notten, Maidenhead, Berks Nov 30 Markby & Co, Coleman st

Parris, Edward, Mascalls Bury, White Roothing, nr Dunmow, Farmer Jan 3 Crawley, Chancery ln

Raitt, Arthur Douglas, Woking, Surrey Dec 15 Field & Co, Lincoln's inn fields

Reddish, William, Clapham rd Dec 1 Greenip & Co, George st, Mansion House

Ridgway, Cordelia Sussel, Bayswater Dec 3 Welman & Sons, Westbourne grove

Ryott, Anne, Norwich Dec 1 Bartley & Bird, Liverpool

Salter, Margaret, Ethel rd, Victoria Docks Jan 1 Brewer, South sq, Gray's inn

Seller, Kate, Brockenhurst, Hants Dec 8 Bolton & Co, Temple gdns, Temple

Sharpe, Arthur, Richmond Dec 5 Smith & Burrell, Richmond

Skinner, George Wills, Ashburton, Devon Dec 24 Steele, Ashburton

Soundy, William Percy, Water ln, Gt Tower st Dec 18 Tompkins, Staple inn

Sullivan, William Curtayne, Edgbaston, Newspaper Editor Dec 1 Mathews & Co, Birmingham

Timms, Joseph Frederick, Trinity sq, Tower Hill Dec 15 Saxton & Morgan, Somerset st, Portman sq

Tooth, Arthur, Cumberland ter, Regent's Park Dec 30 Tooth & Bloxam, Lincoln's inn fields

Whetham, Grace, Bridport, Dorset Nov 16 Whetham, Bridport

Whitaker, Francis Samuel, Derby, Accountant Dec 30 J & W H Sale & Son, Derby

Whitaker, Mary Ann, Derby Dec 30 J & W H Sale & Son, Derby

Whitaker, Samuel, Derby Dec 30 J & W H Sale & Son, Derby

White, Thomas Mark, Saltley, Birmingham, Beerhouse Keeper Dec 14 Bickley & Lynex, Birmingham

Willison, Edward Walter, Lincoln, Banker Dec 21 Peake & Co, Sleaford

Wilman, John Norfolk, Dewsbury, York Jan 1 Hirst, Dewsbury

Wren, Harriet Elizabeth Shepherd, Ilfracombe Nov 30 Robbins & Co, Strand

Wren, Henrietta Savile Shepherd, Ilfracombe, Devon Nov 30 Robbins & Co, Strand

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, Oct. 30.

RECEIVING ORDER RESCINDED.

MORGAN, ROWLAND A A, Russia ct, Cheapside High Court Rec Ord July 4 Resc Oct 24

ADJUDICATIONS ANNULLED.

BENJAMIN, H, Sheffield, Picture Frame Maker Sheffield Adjud Feb 18, 1897 Annul Oct 25, 1900

CROMPTON, ARTHUR WILLIAM, Dudley, Coal Merchant Dudley Adjud Dec 6, 1897 Annul Oct 23, 1900

MOYSE, FREDERICK, Carlton Colville, Suffolk, Wheelwright Gt Yarmouth Adjud Jan 15 Annul Oct 23

VARLEY, RICHARD, Brighton Brighton Adjud Oct 18, 1899 Annul Oct 19, 1900

London Gazette.—FRIDAY, Nov. 2.

RECEIVING ORDERS.

AYLWARD, HENRY PRIOR, Manchester, Optician Manchester Pet Oct 29 Ord Oct 29

BAKER, E J, Tabernacle st, Stick Manufacturer High Court Pet Oct 2 Ord Oct 30

BAXTER, ARTHUR, Oxford st, Hosier High Court Pet Oct 11 Ord Oct 30

BELL, EDWARD, Preston in Holderness, Solicitor's Clerk Kingston upon Hull Pet Oct 15 Ord Oct 29

BISHOP, CHARLES, Maidenhead, Carman Windsor Pet Oct 27 Ord Oct 27

BOWNESS, WILLIAM, Darlington, Commercial Traveller Stockton on Tees Pet Oct 30 Ord Oct 30

BROCKWELL, WILLIAM GEORGE, Manchester, Nurseryman Manchester Pet Oct 29 Ord Oct 29

CANNON, JOHN, Sheffield, Tailor Sheffield Pet Oct 30 Ord Oct 30

CLARK, WILLIAM RICHARD, Bishopston, Bristol, Mechanic Bristol Pet Oct 29 Ord Oct 29

CONDLYFFE, FRANK, Horton, nr Leek, Stafford, Farmer Macclesfield Pet Oct 30 Ord Oct 30

CRITCHLOW, SARAH ANN, Uttoxeter, Draper Burton on Trent Pet Oct 19 Ord Oct 19

CROOK, JOHN SINGLETON, Hyde, Chester, Ice Cream Dealer Ashton under Lyne Pet Oct 31 Ord Oct 31

EMERY, SAMUEL, Wednesfield, Stafford, Steel Trap Maker Wolverhampton Pet Oct 29 Ord Oct 29

GAUGE, SAMUEL, Bourn, Cambs, Publican Cambridge Pet Oct 30 Ord Oct 30

HARDWICKE, THOMAS WILLIAM, Luton, Bedford, Straw Hat Manufacturer Luton Pet Oct 30 Ord Oct 30

HARDY, JOHN, Salisbury, Wilts, Plasterer Salisbury Pet Oct 30 Ord Oct 30

HARTLEY, YOUNG, Shuttleworth, Lancs, Drysalter Bolton Pet Oct 31 Ord Oct 31

HEWITT, WILLIAM, Tipton, Toll Collector Dudley Pet Oct 27 Ord Oct 27

HILLYARD, WILLIAM BISHOP, Cursitor st, Chancery ln, Dancer High Court Pet Sept 3 Ord Oct 31

HOBLER, ABEL, Brislington, Bristol, Builder Bristol Pet Oct 30 Ord Oct 30

HUDDLESTON, HENRY, Ansty, Leicester, Boot Manufacturer Leicester Pet Oct 29 Ord Oct 29

KING, JOSEPH, Glam, Grocer Merthyr Tydvil Pet Oct 29 Ord Oct 29

LEWIS, THOMAS, Dinedor, Herefords, Farmer Hereford Pet Oct 29 Ord Oct 29

LILLEY, JOSEPH, Woodside, Innkeeper Dudley Pet Oct 29 Ord Oct 29

LIMMER, H HARTHALL, Sixth av, Manor Park High Court Pet Oct 3 Ord Oct 31

LITTLE, GEORGE, Lazonby, Cumberland, Quarry Manager Carlisle Pet Oct 29 Ord Oct 29

MANBY, WILLIAM THOMAS, and WILLIAM ARNOLD, St Leonards on Sea, Drapers Hastings Pet Oct 30 Ord Oct 30

MEREDITH, RICHARD, Bracklyn st, New North rd, Cowkeeper High Court Pet Oct 30 Ord Oct 30

MORGAN, MORGAN, Watney st, Commercial rd, Provision Dealer High Court Pet Oct 3 Ord Oct 31

MORGAN, ROBERT, Shirley, Southampton, Commercial Traveller Southampton Pet Oct 29 Ord Oct 29

RICHARDSON, RICHARD WILLIAM, Rotherham, Yorks Sheffield Pet Oct 30 Ord Oct 30

ROGERS, SAMUEL, Pentre, Glam, Boot Dealer Pontypridd Pet Oct 29 Ord Oct 29

STANDISH, FREDERICK RICHARD, Ormskirk, Lancs, Traveller Liverpool Pet Oct 17 Ord Oct 31

TAYLOR, FRANCES ELIZABETH, Bridlington, Refreshment Room Proprietor Scarborough Pet Oct 31 Ord Oct 31

TIPTON, WILLIAM, Endell st, Long Acre, Builder High Court Pet Oct 31 Ord Oct 31

WALKER, LUKE, and HENRY WALKER, Batley, Yorks, Rag Merchants Dewsbury Pet Oct 30 Ord Oct 30

WATSON, HENRY, Manchester, Cycle Tyre Repairer Manchester Pet Oct 30 Ord Oct 30

WELLS, ALFRED, Nottingham, Lamplighter Nottingham Pet Oct 30 Ord Oct 30

WHITTLE, JOSIAH, Warrington, Painter Warrington Pet Oct 30 Ord Oct 30

WILLIAMS, THOMAS EVAN, Llanfihangel Genesurglyn, Cardigan, Builder Aberystwyth Pet Oct 31 Ord Oct 31

WOOD, RICHARD, Llanrwst, Denbigh, Wheelwright Portmadoc Pet Oct 31 Ord Oct 31

WRIGHT, SAMUEL SEPPINGS, King's Lynn, Norfolk, Hatter King's Lynn Pet Oct 30 Ord Oct 30

YATES, GEORGE HENRY, Newtown, Leeds, Turf Commission Agent Leeds Pet Oct 30 Ord Oct 30

YOUD, WILLIAM, Knutsford, Chester, Farmer Manchester Pet Oct 29 Ord Oct 29

FIRST MEETINGS.

ADNIE, CALEB, Aylesbury, Builder Nov 9 at 3 Bankruptcy bldgs, Carey st

ALLEN, JARRETT OWEN, Conduit st, Tailor Nov 9 at 12 Bankruptcy bldgs, Carey st

BAXTER, ARTHUR, Oxford st, Hosier Nov 12 at 12 Bankruptcy bldgs, Carey st

BELL, EDWARD, Preston in Holderness, Solicitor's Clerk Nov 9 at 11 Off Rec, Trinity House ln, Hull

BLAZEBY, ROBERT, and CHARLES BECK, Blackburn, Warehousemen Nov 9 at 3.15 Off Rec, Byrom st, Manchester

COWE, JOHN AMOS, Brotton in Cleveland, York, Beerseller Nov 14 at 3 Off Rec, 8, Albert rd, Middlesborough

CRANE, WILLIAM, jun, Foraset St Peter, Norfolk, Miller Nov 10 at 12 Off Rec, 8, King st, Norwich

CRITCHLOW, SARAH ANN, Uttoxeter, Draper Nov 9 at 2 Off Rec, 47, Full st, Derby

CUSTANCE, FREDERICK EDWIN, Luton, Bedford, Straw Hat Manufacturer Nov 9 at 11.30 Chamber of Commerce, George st, Luton

DALTON, GEORGE WILLIAM, Margate, Blacksmith Nov 10 at 11 Off Rec, 68, Castle st, Canterbury

DODGSON, JOSEPH HENRY, Morecambe, Lancs, Builder Nov 9 at 2.30 Off Rec, 14, Chapel st, Preston

EADE, FREDERICK, St Martin's le Grand, Licensed Victualler Nov 9 at 2.30 Bankruptcy bldgs, Carey st

EVANOVITCH, GUSSES, Hart st, Bloomsbury Nov 9 at 11 Bankruptcy bldgs, Carey st

EVANS, GRIFFITH, Pwllheli, Carnarvon, Innkeeper Nov 9 at 12 Crypt chmbrs, Eastgate row, Chester

FELLINGHAM, JAMES, Brighton, Furniture Remover Nov 9 at 11 Off Rec, 4, Pavilion bldgs, Brighton

FOSDICK, ELLEN BESSIE, Lower Tooting Nov 9 at 12 24, Railway app, London Bridge

GOTHARD, HENRY WARNER, Bootle, Liverpool, Builder Nov 14 at 2.30 Off Rec, 35, Victoria st, Liverpool

GREEN, GEORGE HENRY, Ross, Hereford, Baker Nov 12 at 10 2, Offa st, Hereford

HEWITT, WILLIAM, Tipton, Toll Collector Nov 13 at 11 Off Rec, Wolverhampton st, Dudley

HIPKISS, FRANCIS MOSES, Stourbridge, Baker Nov 12 at 2.30 Off Rec, Wolverhampton st, Dudley

HOLMES, WILLIAM, Brierley hill, Basket Manufacturer Nov 12 at 3 Off Rec, Wolverhampton st, Dudley

HUDDLESTONE, HENRY, Ansty, Leicester, Boot Manufacturer Nov 9 at 3 Off Rec, 1, Berridge st, Leicester

HUISH, FRANCIS EDWARD, Earlstown, Lancs, Clerk Nov 12 at 2.30 Off Rec, Byrom st, Manchester

LEWIS, THOMAS, Dinedor, Hereford, Farmer Nov 12 at 10 2, Offa st, Hereford

LILLEY, JOSEPH, Dudley, Worcesters, Innkeeper Nov 12 at 11.30 Off Rec, Wolverhampton st, Dudley

LITTLE, GEORGE, Lazonby, Cumberland, Quarry Manager Nov 21 at 3 30 Off Rec, 34, Fisher st, Carlisle

LOCKYER, HORACE HENRY, Railway app, Shepherd's Bush, Furniture Dealer Nov 13 at 12 Bankruptcy bldgs, Carey st

MCSHANE, JOHN, Liverpool, Grocer Nov 14 at 12 Off Rec, 35, Victoria st, Liverpool

MARSHALL, HENRY, and BENJAMIN DAVISON APPLEBY, Derby, Builders Nov 9 at 12 Off Rec, 47, Full st, Derby

MASON, HARRY IVOR, Jater Houses, nr Osmotherley, Yorks, Innkeeper Nov 19 at 11.30 Court house, Northallerton

MAYCOCK, HENRY WILLIAM, Manor Park, Essex Nov 13 at 11 Bankruptcy bldgs, Carey st

MELVILLE, WALTER, Wood Green, Builder Nov 12 at 3 Off Rec, 95, Temple chmbrs, Temple av

MONKS, MARGERY, Middlesborough Nov 16 at 3 Off Rec, 8, Albert rd, Middlesborough

MORGAN, MORGAN, Watney st, Commercial rd, Provision Merchant Nov 9 at 12 Bankruptcy bldgs, Carey st

MORGAN, ROBERT, Shirley, Southampton, Commercial Traveller Nov 12 at 3 Off Rec, 173, High st, Southampton

ONGLEY, H, jun, Dorking, Surrey, Fishmonger Nov 9 at 11.30 24, Railway app, London Bridge

PACKWOOD, WILLIAM HENRY, Stourbridge, Public house Manager Nov 12 at 3 30 Off Rec, Wolverhampton st, Dudley

PERRY, SAMUEL WILLIAM, Penge, Surrey, Butcher Nov 9 at 12 30 24, Railway app, London Bridge

POWELL, CHARLES SANDON, Allerton, Lancs, Corn Broker Nov 14 at 2 Off Rec, 35, Victoria st, Liver pool

RACK, WOOLF LESSER, Whitechapel, Dealer in Silk Goods Nov 12 at 12 Bankruptcy bldgs, Carey st

SHARP, ROBERT, Thornaby on Tees, Fruiterer Nov 14 at 3 Off Rec, 8, Albert rd, Middlesborough

SMITH, LEONARD GOULDEN, South Shore, Blackpool, Sign Writer Nov 9 at 3 Off Rec, 14, Chapel st, Preston

STINTON, SARAH ANN, Hereford, Boot Dealer Nov 12 at 10 2, Offa st, Hereford

TELFORD JAMES, Solport, Cumberland, Grocer Nov 21 at 3 Off Rec, 34, Fisher st, Carlisle

THROSSELL, WILLIAM, Northampton, Builder Nov 10 at 11.30 Off Rec, Bridge st, Northampton

WILSON, GEORGE ROBERT, Mansfield, Notts, Baker Nov 9 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

WINSLADE, WALTER, North Petherton, Somersets, Baker Nov 10 at 11 W H Tamlyn, High st, Bridgwater

WRIGHT, THOMAS ADAMS, Haverhill, Suffolk, Wine Merchant Nov 12 at 12 Off Rec, 95, Temple chmbrs, Temple av

WYLD, GEORGE DOWSON, Bishop Auckland, Butcher Nov 9 at 4 Off Rec, 25, John st, Sunderland

YATES, GEORGE HENRY, Newton, Leeds, Turf Commission Agent Nov 9 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

AYLWARD, HENRY PRIOR, Manchester, Optician Manchester Pet Oct 29 Ord Oct 29

BISHOP, CHARLES, Maidenhead, Berks, Carman Windsor Pet Oct 27 Ord Oct 27

BOWNESS, WILLIAM, Darlington, Commercial Traveller Stockton on Tees Pet Oct 30 Ord Oct 30

BRIGHTMAN, ALFRED, Charterhouse bldgs, Straw Hat Manufacturer High Court Pet Sept 15 Ord Oct 29

BROCKWELL, WILLIAM GEORGE, Manchester, Nurseryman Manchester Pet Oct 29 Ord Oct 29

CANNON, JOHN, Sheffield, Tailor Sheffield Pet Oct 30 Ord Oct 30

CLARK, WILLIAM RICHARD, Bishopston, Bristol, Mechanic Bristol Pet Oct 29 Ord Oct 29

CONDLYFFE, FRANK, Rushton, Staffs, Farmer Macclesfield Pet Oct 30 Ord Oct 30

COOPER, JOSEPH, Brighton Brighton Pet Oct 25 Ord Oct 30

CRITCHLOW, SARAH ANN, Uttoxeter, Draper Burton on Trent Pet Oct 19 Ord Oct 19

CROOK, JOHN SINGLETON, Hyde, Chester, Ice Cream Dealer Ashton under Lyne Pet Oct 31 Ord Oct 31

CUSTANCE, FREDERICK EDWIN, Luton, Bedford, Straw Hat Manufacturer Luton Pet Oct 22 Ord Oct 31

EMERY, EDWARD, Hanley, Builder Hanley Pet Oct 1 Ord Oct 25

EMERY, SAMUEL, Wednesfield, Staffs, Steel Trap Maker Wolverhampton Pet Oct 29 Ord Oct 29

FOSDICK, ELLEN BESSIE, Lower Tooting Wandsworth Pet Aug 29 Ord Oct 30

GAUGE, SAMUEL, Bourn, Cambs, Publican Cambridge Pet Oct 30 Ord Oct 30

HARDY, JOHN, Salisbury, Wilts, Plasterer Salisbury Pet Oct 30 Ord Oct 30

HARTLEY, YOUNG, Shuttleworth, Lancs, Drysalter Bolton Pet Oct 31 Ord Oct 31

HEWITT, WILLIAM, Tipton, Toll Collector Dudley Pet Oct 27 Ord Oct 27

JEPPS, HENRY CHARLES, Sunderland, Average Adjuster Sunderland Pet Oct 4 Ord Oct 31

JONES, ALBERT DAVID, Hackney, Licensed Victualler High Court Pet Oct 30 Ord Sept 13

KING, JOSEPH, Brithdir, Glam, Grocer Merthyr Tydfil Pet Oct 29 Ord Oct 29

KNAPMAN, WILLIAM, Cardiff, Boot Dealer Cardiff Pet Oct 10 Ord Oct 31

KNIGHT, FREDERICK JOHNSTON, Billiter st, Merchant High Court Pet July 19 Ord Oct 27

LA FEUILLADE, ARTHUR, Union st, Borough, Licensed Victualler High Court Pet Sept 14 Ord Oct 27

LEWIS, THOMAS, Dinedor, Herefords, Farmer Hereford Pet Oct 29 Ord Oct 29

LILLEY, JOSEPH, Woodside, Innkeeper Dudley Pet Oct 29 Ord Oct 29

LITTLE, GEORGE, Lazonby, Cumberland, Quarry Manager Carlisle Pet Oct 29 Ord Oct 29

MCSHANE, JOHN, Liverpool, Grocer Liverpool Pet Oct 26 Ord Oct 29

MEREDITH, RICHARD, Bracklyn st, New North rd, Cowkeeper High Court Pet Oct 30 Ord Oct 30

MORGAN, ROBERT, Blackfriars rd, Commercial Traveller Southampton Pet Oct 29 Ord Oct 29

O'DONNELL, FRANCIS, Leeds, Builder Leeds Pet Sept 28 Ord Oct 27

PEARCE, EMILY, Ludgate hill, Licensed Victualler High Court Pet Aug 4 Ord Oct 31

PFEIFFER, ALOIS, Bermondsey, Victualler High Court Pet Sept 11 Ord Oct 31

POWELL, CHARLES SANDON, Allerton, Lancs, Corn Broker Liverpool Pet Oct 4 Ord Oct 31

RICHARDSON, RICHARD WILLIAM, Rotherham, Yorks Sheffield Pet Oct 30 Ord Oct 30

ROGERS, SAMUEL, Pentre, Glam, Boot Dealer Pontypridd Pet Oct 29 Ord Oct 29

SCRAGG, WILLIAM, Burton on Trent, Pattern Maker Burton on Trent Pet Sept 25 Ord Oct 31

TAYLOR, FRANCES ELIZABETH, Bridlington Scarborough Pet Oct 31 Ord Oct 31

TILLOTSON, HARTLEY, Brighton, Auctioneer Brighton Pet Oct 12 Ord Oct 29

TIPTON, WILLIAM, Endell st, Long Acre, Builder High Court Pet Oct 31 Ord Oct 31

WALKER, LUKE, and HENRY WALKER, Batley, York, Rag Merchants Dewsbury Pet Oct 30 Ord Oct 30

WATSON, HENRY, Urmston, Lancs, Cycle Tyre Repairer Manchester Pet Oct 30 Ord Oct 30

WELLS, ALFRED, Nottingham, Lamplighter Nottingham Pet Oct 30 Ord Oct 30

WHITTLE, JOSIAH, Warrington, Painter Warrington Pet Oct 30 Ord Oct 30

WILDMAN, STEPHEN, Yeadon, Worsted Spinner Leeds Pet Oct 11 Ord Oct 30

WILLIAMS, THOMAS EVAN, Llanfihangel Genesurglyn, Cardigans, Builder Aberystwith Pet Oct 31 Ord Oct 31

WOOD, RICHARD, Llanrwst, Denbighs, Wheelwright Portmadoc Pet Oct 31 Ord Oct 31

YATES, GEORGE HENRY, Newtown, Leeds, Turf Commission Agent Leeds Pet Oct 30 Ord Oct 30

YOUD, WILLIAM, Knutsford, Chester, Farmer Manchester Pet Oct 29 Ord Oct 29

ADJUDICATION ANNULLED.

HUTCHISON, SARAH, Manchester, Grocer Manchester Adjud Sept 13, 1899 Annul Oct 26, 1900

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.